

ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1720.

FIRE, LIFE, SEA, ACCIDENTS, BURGLARY, ANNUITIES,
EMPLOYERS' LIABILITY.

The Corporation will act as:—

EXECUTOR OF WILLS.

TRUSTEE OF WILLS AND SETTLEMENTS.

FUNDS IN HAND EXCEED

£5,250,000.

Special Terms granted to ANNUITANTS when health is impaired.

Apply for Full Prospectus to the Secretary.

Head Office: ROYAL EXCHANGE, LONDON, E.C.

PHOENIX ASSURANCE CO., Ltd.

PHOENIX FIRE OFFICE.

ESTABLISHED 1782.

19, LOMBARD STREET, and 57, CHARING CROSS, LONDON.

Lowest Current Rates.

Liberal and Prompt Settlements.

Assured free of all Liability.

Electric Lighting Rules supplied.

X IMPORTANT TO SOLICITORS X

In Drawing LEASES or MORTGAGES of
LICENSED PROPERTYTo see that the Insurance Covenants include a policy covering the risk of
LOSS OR FORFEITURE OF THE LICENSE.Suitable clauses, settled by Counsel, can be obtained on application to
THE LICENSES INSURANCE CORPORATION AND
GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

Mortgages on Licensed Properties Guaranteed promptly.

LEGAL AND GENERAL LIFE ASSURANCE
SOCIETY.

ESTABLISHED 1836.

FUNDS	-	-	-	-	£5,123,000
INCOME	-	-	-	-	£678,000
YEARLY BUSINESS	-	-	-	-	£2,600,000
BUSINESS IN FORCE	-	-	-	-	£19,000,000

THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society
and embraces every modern advantage.

PERFECTED MAXIMUM POLICIES.

WITHOUT PROFITS.

The Rates for these Whole Life Policies are very moderate.

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %	30	£1 16 %	40	£2 10 %

£1,000 POLICY WITH BONUS

According to last results.

Valuation at 2½ p.c. —Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Full information on application to

THE MANAGER, 10, FLEET STREET, LONDON.

VOL. L., No. 34.

The Solicitors' Journal.

LONDON, JUNE 23, 1906.

* The Editor cannot undertake to return rejected contributions, and
copies should be kept of all articles sent by writers who are not on
the regular staff of the JOURNAL.All letters intended for publication in the SOLICITORS' JOURNAL must
be authenticated by the name of the writer.

Contents.

CURRENT TOPICS	553	SOCIETIES	561
EXTENDING THE TIME FOR REGISTRA-		LAW STUDENTS' JOURNAL	561
TION OF DEBENTURES	557	LEGAL NEWS	562
RESTRICTIONS ON USER OF GOODS	558	COURT PAPERS	563
REVIEWS	559	WINDING-UP NOTICES	564
POINTS TO BE NOTED	559	CREDITORS NOTICES	565
NEW ORDERS, &c.	560	BANKRUPTCY NOTICES	566

Cases Reported this Week.

In the Solicitors' Journal.

Braddell v. The Guardians of the
Cheltenham Union 560
Ellis, Re. Hardcastle v. Ellis 560

In the Weekly Reporter.

Attorney-General v. De Winton 499
Brookes v. Hansen 502Earl of Egmont's Settled Estates, In
re. Lefroy v. Earl of Egmont 504
Laird (Appellant) v. Dobell and
Another (Respondents) 506
Van Diemen's Land Co. v. Marine
Board of Table Cape 498
Young v. Kingston-on-Thames, Surbiton,
and New Malden Joint Burials
Committee 507

Current Topics.

The Public Trustee Bill.

THE PUBLIC Trustee Bill was read a second time in the House of Commons on Friday in last week, without a division, but not without strong protests; not the least forcible being that of a Scottish member, Mr. J. HENDERSON, who contended that the Bill, "with its enormous machinery and its heavy cost"—which he estimated at £20,000 a year—was not the true remedy for the evil against which it was directed; the really effective check to maladministration of trusts being an audit of the trust accounts. The almost universal practice in Scotland of having such a yearly audit was, he said, the reason for the immunity of that country from defalcations by trustees. Mr. FABER, on behalf of the bankers, pointed out the hardships to beneficiaries likely to arise from the public trustee insisting on winding up a complicated estate immediately and refusing to run any risks. These and other protests, however, were of no avail, and it may be taken that the measure will speedily become law.

The Motion of Censure on Mr. Justice Grantham.

AMONG THE projects which might be suggested for the reform of the judicial bench, one of the most useful would be the institution of a judicial "gag," to be applied at the instance of a judge who apprehended that a brother judge was about to occupy the time of the court in irrelevant disputation or to make feeble jokes or to utter foolish or undignified observations. Mr. Justice LAWRENCE must have wished at Bodmin that some such remedy was open to him when his colleague announced that "he could keep silence no longer, but must take refuge in speech." Silence in a judge, whenever he is subjected to criticism, is golden, more especially before such criticism has taken practical shape, and Mr. Justice GRANTHAM's rather querulous complaints of unfair treatment by the Government are greatly to be regretted. For ourselves, we have no doubt that, whether his decision at Yarmouth was right or wrong, it was, at all events, honestly arrived at. The motion in the House of Commons practically impeaches his honesty, and for the first time within our generation a judge is to be accused in the House of Commons of having decided unjustly owing to his

political opinions. We earnestly hope that the motion will be rejected, but, even if this is the result, the evil done by it will remain. People at large will begin to believe that the judges are not to be trusted.

Evidence of Criminal Acts Other than Those Charged.

IN THE case of *Rez v. Bond*, relating to the admissibility on the trial of the prisoner of evidence of felonious acts by him other than those charged, and upon which we commented last week, Mr. Justice DARLING, in remarking upon the practice of the French courts of admitting evidence of many matters which we should certainly describe as foreign to the point at issue, says that the reason for this practice is to be found in the words of the Code d'Instruction Criminelle, which enacts that the written statement of the offence charged shall specify the act and everything which may tend to aggravate or mitigate the punishment of the offender. But, unless we are much mistaken, the French Code did not vary the previous practice, for it has been during centuries the usage of the criminal courts of the continent to receive evidence against the prisoner of similar acts committed, or supposed to have been committed, by the same prisoner on other occasions. The argument which is pressed against the admissibility of such evidence in the English courts, that it is tendered merely as shewing that the prisoner was a bad man, and, therefore, likely to commit the crime, would not be much appreciated in a foreign court. Anything tending to reflect on the character of the person accused would be considered strictly relevant. One cannot be surprised that in a country like Italy, where such views prevail, a recent trial for murder lasted more than twelve months.

Service Necessary to Maintain Action of Seduction.

IN THE case of *Murray v. FitzGerald* (1906, Ir. Rep. 254) the Irish Court of Appeal came to the conclusion that there was sufficient evidence of service to allow an action of seduction to be maintained in rather peculiar circumstances. The test of the plaintiff's right to maintain such an action has been stated to be, not whether he has been injured as the head of the family, but whether he can make out a constructive loss of service; that an actual contract of service, express or implied, is not necessary, but, on the contrary, that services voluntarily rendered are sufficient. The facts in the present case were that, upon the death of a farmer twenty-eight years before the commencement of the action, his widow and three children resided on the farm, which was managed by the widow until her death, which occurred eight years after that of her husband. Her daughter, who was considerably older than the other two children (sons), and who was at that time the only adult member of the family, became manager, paid the rent, and took receipts in the name of her father's representatives. She also did the indoor servant's work, no servant being kept, and had charge of the domestic arrangements. Seven years later the elder of the two brothers came of age, and from that time worked on the farm, and was rated as occupier. His sister continued to perform the duties of indoor servant. In an action by the elder brother for the seduction of his sister, the majority of the Court of Appeal (WALKER, C., and FITZGIBBON, L.J., HOLMES, L.J., dissenting) held that there was evidence of service on which the verdict of the jury in favour of the plaintiff could be sustained. The question was, of course, whether the co-ownership or community of interest between the sister and her brothers was inconsistent with the relationship of master and servant? Were the services rendered by the sister to her brother as his servant or merely under an arrangement as to division of labour? We may agree with GIBSON, J., in the court below, that the action is so far founded on fiction that sometimes it is impossible to reconcile the view of the court with common sense or reality. The decision of the Court of Appeal may perhaps be supported on the ground that the sister had assumed the character of servant to her younger brother, but it certainly goes further than any of the English cases.

The Criminal Appeal Bill.

THE CRIMINAL Appeal Bill leaves the House of Lords in a very different *lam* from that in which it was introduced. There

is no longer an intention of giving every convicted person a right of appeal on questions of fact alone, though the right of appeal on questions of law alone is maintained. On a question of fact alone, or of one of mixed law and fact, an appeal is given only by leave of the court before whom the person is convicted, or of a court of criminal appeal. This will no doubt prove a very efficient check to a great many of the appeals which would probably be brought if there were an unrestricted right of appeal as originally suggested. There will still, however, be many applications to the court, which, although fruitless, will take up much time. Another important change is that the new court is no longer intended to decide questions of fact. If a person has been convicted, and there was evidence to go the jury, though the court is of opinion that the verdict was against the weight of the evidence, a new trial must be ordered. The principle, therefore, is to be maintained that no one can either be acquitted or convicted on the facts of a charge except by a jury; and where a conviction is quashed by the court, it can only be on grounds of law. This ought in a great measure to satisfy the objections that have been raised as to impairing the responsibility of juries. Now if a jury convict against the weight of evidence they will only be shifting the burden on to the shoulders of another jury. The unrestricted right of appealing against the sentence on the ground of undue severity is retained, and this will probably give rise to a great many applications to the court. These changes made in the Bill will no doubt remove the danger which was threatened, that the whole judicial machinery of the country would be thrown into confusion by a flood of criminal cases swamping the civil business. As the Bill now stands, however, there must be a very large amount of business for the new court, and in our opinion a court will have to sit continuously throughout the whole legal year. Those three new judges, therefore, of whom the Lord Chancellor spoke, will probably be wanted, and the country will have to pay for the new court. Persons are, however, inclined to lose sight of a great fact, which was referred to last week by WALTON, J., in charging a grand jury—namely, that there is nothing in the government of a country so essentially and fundamentally important as the administration of the criminal law, and that its administration should command the undoubted confidence of the whole nation. That confidence does, we believe, exist in a great degree already. It may, however, require some strengthening, and some doubts may require removing. If so, probably the nation will not object to paying the price of making their machinery perfect.

Purchases Under the Lands Clauses Act.

IT is well settled that when a notice to treat has been given under the Lands Clauses Act, 1845, and the purchase price or compensation has been settled, whether by agreement or by the verdict of a jury or arbitration, a contract is thereupon constituted for the sale of the land, and in the recent case of *Re Cary-Evans' Contract* (54 W. R. 480) SWINFEN EADY, J., followed this rule to the logical result of holding that the public body who were the purchasers could be required to take a conveyance of the property. The rule as to a contract being constituted was enunciated by ROMILLY, M.R., in *Regent's Canal Co. v. Ware* (5 W. R. 617, 23 Beav., at p. 584). The cases, he said, "establish that the notice fixes the extent of the land to be taken, and the relation of vendor and purchaser as regards that land. The only thing that remains to be done after this is the fixing the price to be paid; when this is done, the whole relation of the parties, as vendor and purchaser, is as fully constituted as in the case of a formal and regular agreement." The same view was repeated by Lord HATHERLEY, C., in *Harding v. Metropolitan Railway Co.* (20 W. R. 321, L. R. 7 Ch., p. 158), where he pointed out that when the price was ascertained there were all the elements of a complete agreement. "In truth it becomes a bargain made under legislative enactment between the railway company and those over whom they were authorized to exercise their power." And in *Re Pigott and The Great Western Railway Co.* (29 W. R. 727, 18 Ch. D. 146) JESSEL, M.R., recognized that the contract so constituted was one of which specific performance could be enforced, and that, unless there was some statutory enactment to the contrary, all the ordinary rules as between vendor and purchaser applied. Upon this footing he ordered payment of

interest by the purchasing company. In the present case of *Re Cary-Elches' Contract* a public body, who had power under a special Act to acquire both land and easements, gave notice to treat for two plots of ground and also for an easement to carry pipes through other ground. Some dispute arising over the plans, the public body proposed to dispense with taking a conveyance, and to rest their title upon the special Act, the notice to treat, and the award by which the compensation had been ascertained. To this the vendor, who required that the easement to be granted should be defined, objected, and SWINFEN EADY, J., held that he was entitled to insist upon the purchasing body taking a conveyance. As the learned judge pointed out, until conveyance the vendor is a trustee for the purchaser, but it is not in the contemplation of the parties that he shall remain in this position for an indefinite period, and he is entitled to divest himself of all estate in the property, legal as well as equitable. Sometimes the statute under which the purchase is effected operates as a conveyance, but where this not the case, the public body are bound, as in the case of an ordinary purchase, to take a conveyance.

Contribution Between Co-Directors.

THE Directors' Liability Act, 1890, which, by section 3, imposes on directors a statutory liability in respect of statements in a prospectus, provides also by section 5 for contribution between co-directors. Under the former section every person who is a director at the time of the issue of a prospectus is liable to pay compensation to persons who subscribe on the faith of the prospectus for the loss or damage they may have sustained by reason of any untrue statement in the prospectus, unless certain exculpatory matters are proved; and by section 5 every person who by reason of his being a director has become liable to make any payment under the provisions of the Act "shall be entitled to recover contribution, as in cases of contract, from any other person who, if sued separately, would have been liable to make the same payment." Ordinarily, of course, such right of contribution would be barred upon the ground that the liability of the director is founded upon tort, and as between tortfeasors there is no right of contribution. But it was held by the Court of Appeal in *Gerson v. Simpson* (51 W. R. 610; 1903, 2 K. B. 197) that this rule was excluded by section 5. "To my mind," said HALSBURY, L.C., "the statute has stated, with what I may, without disrespect, call unusual clearness, that with reference to the particular class of tort, and with reference to this class of persons, the ordinary rule that there shall be no contribution between tortfeasors shall not apply, and that the rights of the parties shall be treated as though it was a question of contract and not of tort at all." In the recent case of *Shepherd v. Bray* (ante, p. 526) the question arose whether the right of contribution existed against the estate of a deceased director. Actions had been brought against certain of the directors of the London and Northern Bank (Limited), and their liability had been established in the case of *Broome v. Sprak* (51 W. R. 258; 1903, 1 Ch. 586), which was affirmed by the House of Lords in *Shepherd v. Broome* (53 W. R. 111; 1904, A. C. 342). The present action was instituted to recover contribution from the other directors or their estates. One had died since action brought, and the action was continued against his executors, and two others had died before the action, and their executors were made defendants. It was argued that the maxim *actio personalis moritur cum persona* applied, inasmuch as the liability was based on tort; but, for the reason just given it seems necessary to exclude the idea of tort in ascertaining the liability and to rely solely on the analogy of contract. In cases of contract, observed WARRINGTON, J., the right to recover contribution arises (except in cases of express stipulation) not from any notion of implied contract, but as an equitable right springing from the relations of the parties as persons liable for the same debt. In the learned judge's opinion the right existed from the commencement of those relations, though there might be no means of asserting it by action until one of the parties had met more than his due proportion of the common obligation, or was, at all events, in imminent danger of being compelled to meet it. Until such time, consequently, the Statute of Limitations does not run against the claim to contribution: *Wolmershausen v. Gullick* (1893, 2 Ch. 514).

Similarly in the present case the right to contribution arose at the time when the common obligation came into existence—namely, when the loss was incurred on the faith of the prospectus, and this liability continued against the estates of the deceased directors.

Compensation for Improvements.]

AN INTERESTING question upon the right to compensation under the Agricultural Holdings Acts, 1883 to 1900, arose in *Re Smith and The Duke of Devonshire* (*Times*, 1st inst.), recently decided by the Court of Appeal. By a lease, dated in 1888, the Duke of Devonshire demised to JONATHAN SMITH and JOHN SMITH a piece of arable meadow and market garden ground at Chiswick, and there was power for the lessor to resume possession of any of the lands, the lessee being thereupon entitled to a deduction from the rent at the rate of £3 per acre, and also to certain specified payments per acre which varied with the time of the year when possession was resumed. It was also agreed that no other allowance was to be made, and that at the expiration or sooner determination of the term the lessees should leave all fruit trees and bushes on the land without compensation. By another lease, dated in 1889, the duke demised further similar land to the same lessees. The lease contained provisions for resumption of possession and compensation similar to those in the earlier lease, but it was also provided that the specified "allowances were to be in substitution for, and in lieu of, all compensation to which" the lessees "might be entitled under or by virtue of the Agricultural Holdings Act, 1883." In December, 1903, the duke gave notice to resume possession of certain of the lands in each lease, and JOHN SMITH, in whom the entire interest under the leases was then vested, claimed that, in addition to the compensation expressly provided for by the leases, he was entitled under the Market Gardeners' Compensation Act, 1895, to compensation for fruit trees planted and permanently set out by him after the 1st of January, 1896. The claim was disallowed by the county court judge, but his decision has been reversed by the Court of Appeal. The claim was made under the Market Gardeners' Compensation Act, because under that Act the planting of fruit trees is an improvement for which the consent of the landlord is not required as a condition for obtaining compensation under the statutes, and *prima facie* the lessee was entitled to such compensation. If, however, the compensation provided for in the leases was intended to cover such a claim, the lessee could not, of course, have the conventional and also the statutory compensation. This was a question depending on the construction of the leases, and it was a material consideration that the covenant of the lessees to leave fruit trees upon the land applied to the determination of the term in any way, and not only to resumption of possession. Hence it was difficult to treat allowances fixed only with reference to resumption of possession as covering compensation for fruit trees. The leases in fact did not contemplate payment of compensation under this head, and hence the lessee was left with his statutory right to compensation. The lease of 1889 did, indeed, purport to substitute the conventional compensation for the compensation payable under the Agricultural Holdings Act, 1883. But though the compensation payable under the Market Gardeners' Compensation Act, 1895, is on a similar footing, yet it depends on the provisions of that Act, and not of the Act of 1883, and it was held that the conventional compensation was not to be taken as in substitution for this head of claim. Consequently the lessee was entitled to the conventional compensation and also to the statutory compensation for the fruit trees.

The Anarchist Press.

THERE ARE some 40,000 anarchists in the world (so it has been stated by a correspondent of the *Times*), with some 250 anarchist newspapers among them, of which a very large number are published in New York and a small number in this country. Be the number large or small, however, the British law against anarchical writings is much more voluminous and severe than is generally supposed. The Criminal Libel Act, 1819, after constructively defining what a seditious libel is, and reciting the expediency of making more effectual provisions for its punishment, enacts that:

"In every case in which any verdict or judgment by default shall be

had against any person for composing, printing, or publishing any seditious libel tending to bring into hatred or contempt the person of his Majesty, his heirs, or successors, or the Government and constitution of the United Kingdom as by law established, or either House of Parliament, or to excite his Majesty's subjects to attempt the alteration of any matter in Church or State as by law established otherwise than by lawful means, it shall be lawful for the judge . . . to make an order for the seizure and carrying away . . . all copies of the libel."

The offence itself is a common law misdemeanour only, and the offender, if punished by imprisonment, must be treated as an "offender of the first division": Steph. Dig. Cr. Law (6th ed.), Articles 96, 97, citing Prison Act, 1877, s. 40, and Prison Act, 1898, s. 6. But the duration of the imprisonment appears to be unlimited, and the imprisonment might be accompanied by an unlimited fine. Where there is an incitement to murder any person whatever and wherever, and, therefore, any foreign sovereign, the offender comes within section 4 of the Offences Against the Person Act, 1861, and is liable "at the discretion of the court, to be kept in penal servitude for not more than ten years," as shewn by *Reg. v. Most* (29 W. R. 758, 7 Q. B. D. 44); and the Treason Act, 1817, by perpetuating certain parts of the formerly temporary 36 Geo. 3, c. 7, punishes with death any written expression of an intention to kill the sovereign of this country; that part of the enactment being saved from the general repeals effected by the Treason Felony Act, 1848. Attention may also be directed to the Newspaper Libel and Registration Act, 1881 (44 & 45 Vict. c. 60). By section 9 of that Act it is the duty of the "printers and publishers for the time being" of every newspaper annually in every July to make to a registry office appointed by the Board of Trade a return of the title of the newspaper and of the names, occupations, places of business (if any), and places of residence of the proprietors, there being a fine up to £25 for omission, and also a liability to be directed by summary order to make a return. The returns are, by section 13 of the Act, to be entered by an official in a register which all persons may search and inspect, and may require a certified copy of any entry therein, and section 15 directs that every certified copy shall "in all proceedings, civil or criminal, be accepted as sufficient *prima facie* evidence of all the matters and things thereby appearing, unless and until the contrary thereof be shewn."

Street Musicians in London.

THE POLICE magistrate at Marlborough-street gave one of his decisions the other day on the subject of street music, and we cannot say that we are satisfied with this decision. The law which had to be administered is to be found in section 1 of 27 & 28 Vict. c. 55, by which "any householder within the metropolitan district, personally or by his servant, . . . may require any street musician or street singer to depart from the neighbourhood of the house of such householder on account of the illness, or on account of the interruption of the ordinary occupations or pursuits of any inmate of such house, or for other reasonable or sufficient cause, and every person who shall sound or play upon any musical instrument in any thoroughfare or public place near any such house, after being so required to depart, shall be liable to a penalty of not more than forty shillings." The occupier of a house in East Chapel-street, Mayfair, appeared to prosecute two persons who had brought an organ close to his house. One of them played upon the organ, and this playing greatly annoyed the prosecutor, who gave them to understand that they interfered with his work. Upon their refusal to desist, the prosecutor gave them in charge to a police constable. Upon this evidence the magistrate proceeded to question the prosecutor as to the exact words which he used, and was told that he said that the defendants were playing to his annoyance, and gave them to understand that they were interfering with his work, though he could not repeat the exact words which he used. The magistrate is then reported to have decided that, as the prosecutor could not remember what he said, the defendants must be discharged. After carefully perusing the section, we cannot think that the Legislature intended that the actual words of the notice to depart should be proved with the precision of an indictment or other pleading. To tell the "musician" that he is "interrupting the ordinary pursuits of the householder" would be scarcely an improvement upon telling him that he was "interrupting the work" of the same person.

Captain Dreyfus and the Court of Cassation.

THE ACTION of the French Government for the purpose of obtaining a revision of the sentence on Captain DREYFUS shews that they will, if convinced that injustice has been done, pay little attention to the lapse of time and the decrees of competent tribunals. It appears that, on the 26th of last November, Captain DREYFUS made an application to the Minister of War for a revision of his sentence by the military tribunal in 1899 at Rennes. The Minister of War held a private inquiry in the bureau of his office. The result of this inquiry was that the case was referred to the Minister of Justice, who sent the different documents to the Procureur-General, and asked him to refer the matter to the Criminal Chambers of the Court of Cassation. The three chambers of the Court of Cassation have accordingly commenced the consideration of the case, sitting as one court. The application for the revision of the sentence is understood to be founded on the discovery of other forgeries by the late Colonel HENRY in addition to those already proved, and proof of the forgery of other documents which were read before the Court of Cassation in 1899, and at the military inquiry at Rennes. The Procureur-General is of opinion that the decree of the Court of Cassation, if it decides in favour of the application, should be that the sentence on Captain DREYFUS be finally quashed and annulled, without any further hearing. The alternative is that it should be part of the order of the court that the case should be remitted for a new trial. It would certainly be more consonant with English ideas that the defendant should be relieved from further proceedings.

"The Law-making Mania."

AN INTERESTING paper by Sir JOHN MACDONELL bearing the above title appears in the last number of the *Nineteenth Century*. The writer observes that the most conspicuous fact to be noted as to modern legislation is the volume, the variety, and the rapidity of the output. In spite of admirable digests and handbooks, and all the modern machinery for rendering knowledge accessible, there is, and must be, great difficulty in making oneself acquainted with the statute law; a difficulty to be met only imperfectly by increased specialization. He points out certain marked tendencies in our own legislation and in that of other countries; the tendency to restrict the operation of contract; the rapid multiplication of statutory regulations as to admissions into professions; and the increase in what may be called emotional legislation, as shewn in a marked distrust of punishment in all its forms. What seems to be in conflict with this is, that if punishments are milder there are many more of them. The Legislature creates every year new offences. Penalties are multiplied. Almost every statute of any length prohibits conduct hitherto legal. Sir JOHN MACDONELL has no suggestion to make with regard to the volume of legislation in this country, but we learn from the testimony of different American writers that the distrust of the results of legislative activity in the different States of the American Commonwealth has become such that the most popular remedy for existing evils is that of biennial legislative sessions.

The Bills of Exchange Act Amendment Bill.

THE BILLS of Exchange Act Amendment Bill has again been introduced into Parliament and has been strongly recommended by the Attorney-General. It will be remembered that the object of this Bill is to correct the effect of the decision of the House of Lords in *Capital and Counties Bank v. Gordon* (51 W. R. 671; 1903, A. C. 240). The result of this decision is that bankers are protected by section 82 of the Bills of Exchange Act, 1882, only where they receive payment of a crossed cheque as agents for collection by a customer, and that they are not so protected when they receive payment as holders of the cheque on their own account. Bankers have been in the habit of treating crossed cheques as cash and allowing their customers to draw against them. Under the law as laid down by the House of Lords, the banker, in the event of the customer having no title to the cheque, is liable, and it is doubtful whether he can go on offering to his customers the facilities which they require.

Extending the Time for Registration of Debentures.

THE provisions of section 14 of the Companies Act, 1900, with reference to the registration of debentures, and of section 15, under which an omission to register within the prescribed period of twenty-one days can, under certain circumstances, be rectified, have naturally been productive of numerous applications to the court, and it was speedily settled that no rectification could be allowed to the prejudice of rights already acquired at the date of actual registration—a proviso the meaning of which has come in question in the recent case of *Re Ehrmann Brothers (Limited)* (*ante*, p. 526), before JOYCE, J. Section 15 provides that a judge of the High Court, on being satisfied that the omission to register in due time was accidental, or due to inadvertence or some other sufficient cause, or was not of a nature to prejudice the position of creditors or shareholders of the company, or that on other grounds it was just and equitable to grant relief, might, on such terms and conditions as seemed to the judge just and convenient, order the time for registration to be extended. In *Re Joplin's Brewery Co. (Limited)* (50 W. R. 75; 1902, 1 Ch. 79) BUCKLEY, J., referred to the analogous provision of section 14 of the Bills of Sale Act, 1878, under which a judge of the High Court has power to extend the time for registering a bill of sale, and pointed out that it had been the practice, in making orders at chambers under this section, to introduce the words "but this order is to be without prejudice to the rights of parties acquired prior to the time when the bill of sale is actually registered," and since applications under both sections are made without notice to creditors, he held that a similar proviso ought to be added to orders made under section 15 of the Companies Act, 1900.

In the next case—*Re Spiral Globe (Limited)* (50 W. R. 187; 1902, 1 Ch. 396)—an attempt was made to shew that the cases on section 14 of the Bills of Sale Act, 1878, did not warrant so extensive a proviso as that inserted in *Re Joplin Brewery Co.*, and that it was sufficient to protect the rights of creditors who had become such after the date of the issue of the debentures. In *Crew v. Cummings* (36 W. R. 908, 21 Q. B. D. 420), where an execution creditor had intervened, and in *Re Parsons & Furber* (41 W. R. 468; 1893, 2 Q. B. 122), where the grantor of the bill of sale had become bankrupt before its registration, the court refused to interfere, on the ground that the property in the goods had changed, and that it would not be right to rectify a mistake after a third party had acquired a title. But SWINFEN EADY, J., declined to see in these cases any ground for restricting the proviso in question. Their principle, he said, was not limited in its application to those cases in which the ownership of or property in goods or chattels had actually changed; it extended to cases in which the rights of third persons had actually accrued and in which they would be prejudicially affected if registration were allowed without saving and protecting those rights.

In *Re Spiral Globe (Limited)* a voluntary winding up had supervened after the issue of the debentures and before the application for an extension of time for registration, so that the proviso would have deprived the registration of any practical value; but the rights of the debenture-holders were saved by the subsequent decision of JOYCE, J.—*Re Spiral Globe (Limited)* (No. 2) (1902, 2 Ch. 209)—that, under the circumstances, the debentures were to be taken as issued, for the purpose of registration, before the Act of 1900 came into operation, so that registration was not required—a result which has been in effect overruled by subsequent cases. But the decision in the earlier case of *Re Spiral Globe (Limited)* was followed by BUCKLEY, J., in *Re Abrahams & Sons (Limited)* (50 W. R. 284; 1902, 1 Ch. 695), where also a voluntary winding up had commenced before the application for an extension of time. On a liquidation, the learned judge pointed out, the rights of all creditors attached, and he could on no principle take away their strict rights. An innocent creditor who had neglected to complete his security could not be allowed to take away the rights of other innocent creditors. However, some doubt was cast by the Court of Appeal in *Re Johnson & Co. (Limited)* (50 W. R. 482; 1902, 2 Ch. 101) on the extent to which the cases had gone,

and it was said that the cases on the Bills of Sale Act, 1878, did not require protection to be given except in favour of creditors who had taken some step to enforce their debts before the application for extension of time. "The analogy of the Bills of Sale Act," said COZENS-HARDY, L.J., "which BUCKLEY, J., took in *Joplin's* case seems to me to be very close and precise, but speaking for myself, I doubt whether the words which he has inserted—which are a mere transcript of the common form under the Bills of Sale Act—would have any effect in protecting creditors who had not taken some proceeding to get a charge or security upon the goods."

In *Re Johnson & Co. (supra)* the special feature was that certain debentures of a series had been issued before the Act of 1900 came into operation, so as not to require registration, and other debentures of the same series were issued after the Act came into operation, but were not registered in due time. In making an order for extending the time for registration, the Court of Appeal introduced special words so as to secure equality between all the debentures of the series, but, subject to this, there was the usual proviso that the order was to be without prejudice to rights acquired against the holders of the second set of debentures prior to the time when they were actually registered. No actual decision was given as to the class of creditors who were thus protected, and the Court of Appeal did no more than make the suggestion above mentioned. In the subsequent case of *Re Anglo-Oriental Carpet Manufacturing Co.* (51 W. R. 634; 1903, 1 Ch. 914) BUCKLEY, J., observed that the words of the proviso in the order in *Re Johnson & Co.* had the same effect as those used in the *Joplin Brewery* case, and he held that, where a winding up had occurred after the date of the order extending the time for registration, but before actual registration of the debentures, the rights of the general creditors had accrued, and the debenture-holders could only claim to rank with them as unsecured creditors. The words of the proviso, whatever their precise limits, clearly included and saved the right which the creditors acquired on the passing of the winding-up resolution to have the assets realized and distributed among them *pari passu*.

In the recent case of *Re Ehrmann Brothers (Limited)* (*supra*) no winding up had occurred before the actual registration of the debentures under the order allowing an extension of time, but JOYCE, J., held that this made no difference, and that all unsecured creditors whose debts existed at the date of actual registration were within the proviso, and were entitled to rank *pari passu* with the debenture-holders. In 1900 a company created a series of debentures intended to rank *pari passu*. Some of this series were issued before the Act of 1900 came into operation, and some after. Those issued after the Act came into operation were not registered within the twenty-one days, and by an order made on the 24th of July, 1903, the time for registration was extended to the 14th of August, 1903. The order contained the usual proviso that it was to be without prejudice to the rights of parties acquired against the holders of the debentures in question prior to the time of actual registration. The debentures were registered before the extended date. In a debenture-holders' action an inquiry was directed as to which of the unsecured creditors of the company at such date of registration still remained unsatisfied, and upon further consideration the question arose whether such creditors ranked with the debenture-holders whose debentures had been registered under the order. JOYCE, J., treated *Re Anglo-Oriental Carpet Manufacturing Co. (supra)* as shewing that the proviso debarred the debenture-holders from taking priority over persons who were unsecured creditors before the registration. Had he been unfettered by authority, he would have been disposed to say that the ordinary unsecured creditors did not acquire any rights against the holders of the debentures unless they acquired rights against the property charged by the debentures. Since this was the view suggested by the Court of Appeal in *Re Johnson & Co.*, it is perhaps singular that the learned judge did not act upon his own opinion instead of following *Re Anglo-Oriental Carpet Co.*, especially since he pointed out some of the inconveniences that might follow; and since, moreover, there had been no winding up before registration, such as had occurred in that case. He held, however, that it was immaterial to BUCKLEY, J.'s, decision whether the registration was before or

after the winding up. In this state of affairs it seems not improbable that the Court of Appeal will have a chance of saying whether the views advanced in *Re Johnson & Co.* are to be taken as limiting the effect of the proviso or no.

Restrictions on User of Goods.

THE principle on which a restrictive covenant relating to land can be enforced against a purchaser of the land from the covenantor has been most clearly stated by FARWELL, J., in *Re Nisbet and Pott's Contract* (1905, 1 Ch., at p. 396), and approved by the Court of Appeal (1905, 1 Ch. 386). He there says: "Covenants restricting the enjoyment of land, except, of course, as between the contracting parties and those privy to the contract, are not enforceable by anything in the nature of action or suit founded on contract. Such actions and suits alike depend on privity of contract, and no possession of the land coupled with notice of the covenants can avail to create such privity: *Cox v. Bishop* (8 De G. M. & G. 815). But if the covenant be negative, so as to restrict the mode of use and enjoyment of the land, then there is called into existence an equity attached to the property of such a nature that it is annexed to and runs with it in equity: *Tulk v. Moxhay* (2 Ph. 774). This equity, although created by covenant or contract, cannot be sued on as such, but stands on the same footing with and is completely analogous to an equitable charge on real estate created by some predecessor in title of the present owner of the land charged. . . . It is clear, therefore, that the person entitled to the benefit of the restrictive negative covenant over Blackacre has an equitable interest in Blackacre, and that such interest has the same nature and qualities as any other equitable interest in land in respect of priority, notice and the like, but that notice forms no part of the cause of action in respect of such equitable interest. The plaintiff's claim depends on the validity and priority of his own charge, not on any notice, unless and until the owner of the land set up as a defence the plea of purchaser for value without notice and with the legal estate."

If that is the true principle on which the rule depends, the question arises whether the same principle is not applicable to what we shall call for clearness goods. The point arose in *Taddy & Co. v. Sterious & Co.* (1904, 1 Ch. 354), before SWINFEN EADY, J., where the facts were these: The plaintiffs sold to one NETTEN, a wholesale dealer, a number of packets of tobacco, subject to certain terms fixing the minimum price at which the packets were to be resold. Those terms were printed and fixed to every box in which the packets of tobacco were made up. NETTEN sold to the defendant a number of these packets. The defendant, at the time of his purchase, had full notice of the conditions. He subsequently commenced to sell the packets for less than the minimum price fixed by the conditions. The plaintiff brought an action seeking to restrain the defendant from so doing, alleging, among other grounds, that, the defendant having bought with notice of the restrictive conditions, was bound by them. SWINFEN EADY, J., in dismissing the action, said that "conditions of this kind do not run with goods and cannot be imposed upon them. Subsequent purchasers, therefore, do not take subject to any conditions which the court can enforce." In *McGruther v. Pitcher* (1904, 2 Ch. 306), a case very similar to *Taddy v. Sterious* (*supra*), ROMER, L.J., said: "Can the plaintiffs succeed on the ground that they are selling goods, and that they purported to attach a condition to the resale of the goods, and that the defendant was informed of this condition when he purchased the goods? Clearly to my mind they cannot. A vendor cannot in that way enforce a condition on the sale of his goods out and out, and, by printing the so-called condition upon some part of the goods or on the case containing them, say that every subsequent purchaser of the goods is bound to comply with the condition, so that if he does not comply with the condition he can be sued by the original vendor. That is clearly wrong. You cannot in that way make conditions run with goods." In *Badische Anilin Und Soda Fabrik v. Isler* (1906, 1 Ch., at p. 611) BUCKLEY, J., also seems to take the same view.

In the case of patented goods the law is different, owing to

the peculiar nature of a patent. In the case of patented goods, anyone who "makes, uses, exercises, or vend" the article without the patentee's licence is liable as an infringer. On the sale of a patented article, the property in the article, of course, passes, but that alone is not enough, for unless the purchaser also gets the patentee's licence to "use, exercise, or vend" the article, he would be liable as an infringer: *British Mutoscope, &c., Co. v. Homer* (1901, 1 Ch. 671). In the ordinary case, therefore, such a licence is implied (see *Thomas v. Hunt*, 17 C. B. N. S. 183; and *Incandescent Gas Light Co. v. Cantello*, 12 Rep. Pat. Cas., at p. 264), though in the case of an article patented, say, in both France and England, if the patentee had sold his French patent, the purchaser of the patented article from the patentee in England would only get an implied licence to "use, exercise, or vend" the article in England: see *Betts v. Willmott* (L. R. 6 Ch. App., at p. 245). It is clear, therefore, that if a licence to "use, exercise, and vend" is essential in addition to having the property in the patented article, that licence may be given or withheld, or given on such terms as the patentee thinks right. Thus the licence may be given to the purchaser personally, and not to any purchaser from him or to him, and certain defined purchasers from him or to him, and purchasers from him subject to certain conditions. It does not follow, therefore, that the acquisition of a good title to the property in the patented article itself will entitle the owner to use it as he pleases. In order to be able to "use, exercise, or vend" it at all, he must be able to shew that the patentee gave the original purchaser such a licence as will enable him, the owner, to "use, exercise, or vend" it free from any conditions, and the fact that at the time of his purchase the owner was not aware of those conditions is no answer to an action for infringement: *Badische Anilin Und Soda Fabrik v. Isler* (1906, 1 Ch., at p. 611). Where, however, the patentee's agent sells the article without telling the purchaser of the conditions which the patentee desires to impose, the purchaser will not be bound, for the patentee will be estopped from saying that in such case the purchaser did not obtain a general licence to "use, exercise, or vend" the article as he wished (*Incandescent Gas Light Co.*, 12 Rep. Pat. Cas. 262); so also where the article itself had certain conditions affixed to it, the patentee will be estopped from saying that the licence he gave the original purchaser contained other conditions than those so affixed to the article: *Badische Anilin Und Soda Fabrik v. Isler* (1906, 1 Ch. 605).

It is obvious that the law on this point affecting patented goods is of no assistance in ascertaining the principle which underlies the other cases, patented goods being *sui juris* owing to the unique nature of the rights conferred by the patent. Now, if the owner of goods, having let them out on hire, subsequently sells them before the period of the hiring agreement expires, the purchaser of the goods does not acquire the benefit of, or incur any obligation in respect of, the stipulations in the hiring agreement: see *Splidt v. Bowles* (10 East 279), *De Mattos v. Gibson* (4 De G. & J., at p. 295). The benefit and obligation of such stipulations do not run with the goods in the same way as they run with land, though the purchaser, having bought with notice of the hiring agreement, buys subject to it, and cannot, therefore, do anything to interfere with his vendor performing his contractual obligations: *De Mattos v. Gibson* (*supra*, at p. 299). The fact, however, that such stipulations in hiring agreements do not run at law is of no assistance in considering whether a restrictive covenant agreed upon as between the original vendor and the purchaser from him can be enforced against a subsequent purchaser with notice, for it must be remembered that the decision in *Tulk v. Moxhay* is based, as above stated, on quite a different principle from the running of covenants with the land, as between landlord and tenant, which existed at common law. As will be seen from the quotations from *Taddy v. Sterious* and *McGruther v. Pitcher*, no reasons were given for the decision. In each case the judges content themselves with saying that covenants do not run with goods, which, so far as it goes, is accurate, as shewn above. But they do not give any reasons why the principle of *Tulk v. Moxhay* should not apply to goods as well as to land. As KNIGHT-BRUCK, L.J., said in *De Mattos v. Gibson* (*supra*, at p. 282), "Reason and justice seem to prescribe that, at least as a general rule, where a man by gift or purchase acquires property from another, with

knowledge of a previous contract, lawfully and for valuable consideration made by him with a third person, to use and employ the property for a particular purpose in a specified manner, the acquirer shall not, to the material damage of the third person, in opposition to the contract and inconsistently with it, use and employ the property in a manner not allowable to the giver or seller." Why, then, should not a purchaser of goods with notice of a restrictive condition be bound to observe that condition? It must remain for the House of Lords to answer the question.

Reviews.

Patents.

THE LAW AND PRACTICE RELATING TO LETTERS PATENT FOR INVENTIONS. By THOMAS TERRELL, K.C. FOURTH EDITION. By COURTNEY TERRELL, Barrister-at-Law. Sweet & Maxwell (Limited).

Mr. Terrell's work on the Law of Patents has long been recognized as an able and useful treatise on the subject with which it deals. Its popularity is attested by the fact that a fourth edition has now been reached. It is an interesting circumstance that the author has felt himself justified in entrusting the preparation of this edition to his son, not without good warrant, as a perusal of the book will shew. At this time a writer on this subject must be prepared to have the value of his work estimated, to some extent, at all events, by the manner in which he deals with the topics of the new system of examination of applications for patents and the enforcement of compulsory licences. On the former of these Mr. C. Terrell supplies a clear and useful statement of the working of the new practice. His treatment of the latter is to the point, though somewhat slight. He has obviously taken great pains to keep the book well up to date, and the number of cases decided since the last edition which are not merely cited, but discussed, is very considerable. The Supplementary International Convention does not appear to be mentioned, but this is the only omission we have been able to discover. On the other hand, the Trade-Marks Act of 1905 is included, although it lies outside the real scope of the work. The book is one which practitioners may consult with confidence and advantage.

Real Property.

PRINCIPLES OF THE LAW OF REAL PROPERTY: INTENDED AS A FIRST BOOK FOR THE USE OF STUDENTS IN CONVEYANCING. By the late JOSHUA WILLIAMS, of Lincoln's-inn, one of her Majesty's Counsel. TWENTIETH EDITION. Re-arranged and Partly Re-written by his son, T. CYPRIAN WILLIAMS, Barrister-at-Law, LL.B., Author of a Treatise on the Law of Vendor and Purchaser. Sweet & Maxwell (Limited).

When a work like the present has reached the twentieth edition it is safe to conclude that it has passed beyond the sphere of ordinary criticism, and the only question is how far the editor has succeeded in adapting it to recent developments of the law. It has been in the hands of the present editor since the fourteenth edition, published in 1882, so that he has had to incorporate the changes in the law which have resulted from the Conveyancing and Settled Land Acts, as well as those due to the steady output of judicial industry. The present edition has little to contribute in the way of statutory change, but the recent decisions in *Re Ashforth* (1905, 1 Ch. 535) and *Re Mortimer* (1905, 2 Ch. 502) have been added to the statement of the doctrine of remoteness as applicable to contingent remainders, and the question is discussed whether equitable contingent remainders are subject to the rule in *Whitby v. Mitchell* (44 Ch. D. 85) with respect to legal remainders, as well as to the rule against perpetuities. Having regard to the subtleties which afflict the law as to contingent remainders and executory interests, the student will doubtless agree with the editor that "the subject of remoteness of limitation is particularly distinguished by what the Romans termed *inlegantia juris*." Part VII. contains an account of the system of registration of title, and the editor points out the disadvantages under which the proprietor of a registered charge labours as compared with a legal mortgagee under an ordinary mortgage. The modern law of real property is, as he remarks in his concluding summary, a system of great complexity, but under his careful supervision Williams on Real Property remains one of the most useful text-books for acquiring a knowledge of it.

Books of the Week.

American Law Review. May-June, 1906. Editors: LEONARD A. JONES, Boston; HANNIS TAYLOR, Washington. Reeves & Turner.

The Law of Banking; with an Appendix on the Law of Stock Exchange Transactions. By HEBER HART, LL.D. (Lond.), Barrister-at-Law. Second Edition. Stevens & Sons (Limited).

The Law of Licensing Affecting the Sale of Intoxicating Liquors, and Theatres, Music and Dancing Halls, and Billiard Rooms. By J. B. B. MACMAHON, B.A. (Lond.), Barrister-at-Law. Edinburg Wilson.

The English Reports. Vol. LXIV.: Vice-Chancellor's Court IX., containing De Gex & Smale, Vols. 2 to 5. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Aids to the Final: being a Complete Guide to Self-preparation for the Final (Pass and Honours) Examinations of the Law Society. Thirteenth Edition. By ALBERT GIBSON and ARTHUR WELDON, Joint Editors of the Law Notes, &c. Law Notes Publishing Offices.

Points to be Noted.

Company Law.

Director-Debts of—Purchase by Co-director With View to Disqualifying Him.—Most sets of articles of association provide that a director shall be disqualified "if he becomes bankrupt." In a case last year a rather curious point arose with reference to a director's debts. One director of a company was indebted to a number of tradesmen to the amount of about £90 in the aggregate. A co-director took an absolute assignment by deed of the debts, and thereby covenanted with them and each of them that, in case he should recover and realize the amount of the debts from the debtor, he would immediately pay over what he had realized after payment of all costs incurred by him. Notice in writing of the assignment was given to the debtor, who was promptly sued by his co-director for the amount of the debts. The plaintiff frankly admitted that, being dissatisfied with the action of the defendant as director, he had taken the assignment with a view to procuring an adjudication against him and so getting him removed from the directorate; but it was held that this was no defence to the action, as the assignment was not invalid either as savouring of maintenance or being in any way contrary to public policy.—*FITZROY v. CAVE* (C.A., June 9, 1905) (1906, 2 K. B. 364).

Residence or Domicil of a Company—Income Tax.—Where does a company reside? This question often arises with reference to the service of process, and as to the jurisdiction of courts. It seems that there are *dicta* of the American courts to the effect that a corporation can have no residence outside the sovereignty of the country wherein, and under the laws of which, it is incorporated; though, in the view of the Master of the Rolls, these *dicta* are not inconsistent with the possibility of a corporation carrying on business in another country and being to some extent amenable to its laws. "However this may be in American law," he says, "it seems to me clear that by the law of this country a foreign corporation is capable of residing in this country." Moreover, as pointed out by Lord St. Leonards in *Carron Iron Co. v. MacLaren* (5 H. L. C. 416), a company may, for the purposes of jurisdiction, be deemed to have two domicils. The Master of the Rolls, in the case now under consideration, says that it is really a question of fact whether, under all the circumstances of a particular case, a foreign company can be deemed to have a residence in this country. In the case before him the question was whether the De Beers Consolidated Mines (Limited) was a "person residing in the United Kingdom" within the meaning of section 2, Schedule D, of the Income Tax Act, 1843. Shortly stated, the company was registered in a British colony, and its business was to dig for diamonds in South Africa, and sell them in England, where the majority of the directors resided and held their meetings. It was held that the company resided in England.—*DE BEERS CONSOLIDATED MINES (LIMITED)* (C.A., June 6, 1905) (1905, 2 K. B. 612).

It is announced that Mr. Justice Bigham has fixed the next sitting of the Railway and Canal Commission Court at the Royal Courts of Justice on Tuesday, July 17th, and following days, if necessary.

In the House of Commons, on the 13th inst., Mr. Scott asked the Secretary of State for the Home Department if his attention had been called to the fact that twenty-five servants of tramway companies had been dismissed from their employment for acts of fraud in connection with the system adopted by a number of newspapers of offering rewards of money for tram and omnibus tickets bearing certain numbers, and that in the same connection a child had lost its life; and, in view of these facts, would he take steps to put a stop, by legislation or otherwise, to this scheme of advertising. Mr. Gladstone said: My attention has not been called to the dismissal of employees of tramway companies, but, as I have already said, I regret the practice of the newspapers referred to. The question of the legality of the system is still under consideration, and I understand that application will be made to a magistrate, who recently dismissed a charge, to state a case for the opinion of the High Court.

Cases of the Week.

High Court—Chancery Division.

Re **ELLIS, HARDCASTLE v. ELLIS.** Buckley, J. 15th June.

PRACTICE—ATTACHMENT—FOUR-DAY ORDER—ORDER ON TWO PERSONS—SERVICE ON ONE ONLY—"AFTER SERVICE OF THIS ORDER."

Motion. This was a motion in a creditor's administration action for leave to issue a writ of attachment against the defendant P. E. Ellis. The following order had been made in the action on the 31st of January, 1906: "It is ordered that the defendants W. P. Ellis and P. E. Ellis do within four days after service of this order lodge in court, as described in the schedule hereto, £360 14s. 5d. appearing . . . to be due from them as executors of the late defendant Eliza Ellis." The order had been duly served upon the defendant P. E. Ellis, but not upon the defendant W. P. Ellis, who could not be found. The evidence was that the defendants had sold a house forming part of the estate of the testatrix, and had received the proceeds, that the defendant W. P. Ellis had subsequently gone abroad, and that the only address he had left was "Poste Restante, General Post Office, Cape Town." The money had not been paid into court. The question was whether the order could be enforced until it had been served upon both defendants. It was contended in support of the motion that the order was in respect of a joint and several debt and could be enforced against either of the executors, and that a writ of attachment was a process of execution, and was for the purposes of practice a writ of execution under ord. 42, r. 8, and therefore could be enforced against each defendant separately, and that if service must be effected on both defendants before it could be enforced, one of several defaulting trustees could prevent the court enforcing its order by keeping out of the way. The respondent did not appear.

BUCKLEY, J.—The question I have to decide is as to the true construction of the order of the 31st of January, 1905. Do the words "after service of this order" mean after service on both defendants, or after service upon the one against whom it is sought to enforce the order? I think that the latter is the true construction, and that the service of the order is sufficient. Leave granted.—**COUNSEL,** *Buckmaster, K.C., and H. Greenwood.* **SOLICITORS,** *Jagges & Co. for Samuel Wright, Morgan, & Co., Bradford.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

BRADFIELD v. THE GUARDIANS OF THE CHELTENHAM UNION.

Buckley, J. 15th June.

LOCAL GOVERNMENT—GUARDIAN—DISQUALIFICATION—COMPOSITION WITH CREDITORS—COUNTY COURT ADMINISTRATION ORDER—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. c. 73), s. 46.

Motion. This was a motion on behalf of the plaintiff George Bradfield, for an injunction to restrain the defendants from interfering with him in the exercise of his office of guardian of the poor of the North Ward of the Borough of Cheltenham. The plaintiff was elected guardian in March, 1904. In December, 1905, at the Cheltenham County Court, on his own application, an administration order was made against the plaintiff under section 122 of the Bankruptcy Act, 1883, for payment of his debts to the extent of 10s. in the £ by instalments of 8s. per month. In February, 1906, the board of guardians passed a resolution that the plaintiff had become disqualified for holding the office, and another person was elected in his place. The plaintiff brought the above action for a declaration that he was not disqualified, and for an injunction in the terms followed by the notice of motion. By the Local Government Act, 1894, s. 46, a person was disqualified for being a member of a board of guardians if within five years before or if since his election he had "been adjudged bankrupt or made a composition or arrangement with his creditors." It was stated that this procedure of writ and motion had been adopted as the easiest method of getting the question judicially determined.

BUCKLEY, J.—The effect of the machinery of the Bankruptcy Act, 1883, and the rules made under section 122 is that, the case being one falling under the section, the debtor approaches the county court with a request that the court will make an order the result of which will be that the creditors will be bound to take, in this case 10s. in the £, in satisfaction of their debts, and when that is done the debtor will be discharged from his debts to the scheduled creditors. It appears to me that a person who has availed himself of that machinery has "made a composition or an arrangement with his creditors." He could not make it without the concurrence of the court, but he has availed himself of certain statutory means of making a composition with his creditors, and he makes the composition by applying to a court of competent jurisdiction to make the order at his request. The words of the Act of 1894, if the debtor "has made a composition" with his creditors, are wide enough to cover every composition, however made, by the debtor with his creditors. I think that there has been a composition here with the creditors, and I refuse the motion. Motion refused.—**COUNSEL,** *Corrie Grant; Macmorran, K.C., and Lacey Smith.* **SOLICITORS,** *C. T. Courtney Lewis, for G. T. Wellington, Gloucester; Crowders, Fizard, Oldham, & Co., for Trechursts, McIlquham, & Wyatt, Cheltenham.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

The *London Gazette* announces that the King has been pleased by Letters Patent under the Great Seal to grant to the Right Honourable Sir James Stirling, Kt., late one of the Lords Justices of Appeal, an annuity of £3,500.

New Orders, &c.

The Middlesex County Council Act, 1898.

RULES, MADE IN PURSUANCE OF SECTION 36, SUB-SECTION 2, OF THE MIDDLESEX COUNTY COUNCIL ACT, 1898, AND DATED MAY 25, 1906.

Short Title and Commencement.

The following Rules may be cited as The Middlesex County Council Act, 1898, Rules, and shall come into operation the 1st day of July, 1906.

Notice to Council.

1. The notice to the Council of intention to apply for the removal of proceedings into the High Court shall be in writing, signed by the Defendant or his solicitor, and shall be served in the ordinary way at the address for service of the Council, or by prepaid letter directed to the Clerk of the Council at that address, and on the service of such notice the Clerk of the said Council, or his deputy, shall give or send to the Defendant or his Solicitor by the next post a receipt for the same.

Address for Service.

2. The address for service of the Council shall be at the Office of the Council for the time being.

Application for Removal.

3. The application for an Order for the removal of any Summons into the High Court, shall be in writing, signed as aforesaid, and shall be made to a Master of the Supreme Court and filed in the High Court within seven days after the service of the notice on the Council.

Documents to be Lodged with the High Court.

4. At the time of filing the application, the Defendant shall lodge a copy of the notice served on the Council, and the receipt for the same.

Order of the Master.

5. The Master shall, on the filing of the application, make an Order forthwith that the Summons, and all proceedings thereunder, be removed into the King's Bench Division of the High Court, and thereupon the jurisdiction of the Justices shall cease, and thereafter, except where by these rules it is otherwise provided, all proceedings shall be had and taken as in an Action in that Division, as nearly as circumstances will admit.

Service of Order on Justices' Clerk.

6. After the order has been made the applicant shall forthwith transmit the same by post, or otherwise, to the Clerk to the Justices for the Petty Sessions or Court at which the Summons removed was returnable.

Justices' Clerk to Transmit Summons to High Court.

7. On receipt of the copy of the Order, the Clerk to the Justices shall transmit to the Senior Master of the Supreme Court, by post or otherwise, the original summons.

Summons Equivalent to Writ.

8. The summons, when transmitted under the last preceding rule, shall be of the same force and effect as a Writ of Summons endorsed with a Statement of Claim in an ordinary Action in the High Court:

- And the Defendant may appear thereto at the Central Office, and in default of appearance the plaintiffs may proceed as in case of default in appearance to a Writ.
- The Summons shall be served on the Defendant, together with a Statement that if the Defendant appears the Plaintiffs will proceed to trial without pleadings; and the Defendant shall not be entitled to require any further Statement of Claim unless the Court or a Judge shall otherwise order:
- And the Action shall proceed as an Action under R.S.C. Order XVIIIa.

FORMS.

NOTICE OF INTENTION TO REMOVE PROCEEDINGS.

In the Matter of the Middlesex County Council Act, 1898, and

In the Matter of a Summons served upon under Section 35 of the said Act.

Take notice that I intend to apply to a Master of the Supreme Court for an Order that the above-mentioned Summons, and all proceedings thereunder, may be removed into His Majesty's High Court of Justice.

Dated this . . . day of . . . 19 . . .
(Signed)

(Defendant or his Solicitor).

To the County Council of Middlesex.

RECEIPT FOR NOTICE OF INTENTION TO REMOVE PROCEEDINGS.

In the Matter of the Middlesex County Council Act, 1898, and

In the Matter of a Summons served upon under Section 35 of the said Act.

Received on the . . . day of . . . 19 . . ., at the Office of the County Council of Middlesex, a notice that application will be made for the removal into the High Court of the Summons served on under Section 35 of the Middlesex County Council Act, 1898.

Dated this . . . day of . . . 19 . . .
(Signed)

(Clerk of the County Council of Middlesex or his Deputy).

APPLICATION FOR REMOVAL OF PROCEEDINGS.

In the Matter of the Middlesex County Council Act, 1898,
and
In the Matter of a Summons served upon
under Section 35 of the said Act.

To one of the Masters of the Supreme Court.

I hereby apply for an Order that the said Summons and all proceedings thereunder may be removed into His Majesty's High Court of Justice.

Dated this day of 19

(Signed)

(Defendant or his Solicitor.)

ORDER FOR REMOVAL.

In the High Court of Justice,
King's Bench Division.
In the Matter of the Middlesex County Council Act, 1898,
and
In the Matter of a Summons served upon
under Section 35 of the said Act.

Whereas it appearing that the above-mentioned Summons was served upon the said on the day of 19 . And whereas the said has duly filed an application under the provisions of Section 36, sub-section 2, of the said Act, it is ordered that the said summons and all proceedings thereunder be transferred to the King's Bench Division of the High Court of Justice, and that the same be there determined.

Dated this day of 19

(Signed)

(A Master of the Supreme Court.)

LOBURN, C.
ALVERSTONE, C.J.
R. HENN COLLINS, M.R.
R. VAUGHAN WILLIAMS, L.J.
J. GORELL BARNES, P.
ARTHUR KEKEWICH, J.
R. J. PARKER.
C. M. BARKER.

May 25, 1906.

Societies.

The London Law Clerks' Association.

At a well-attended meeting of the above association, held at the Holborn Restaurant on the 12th inst., the rules were finally passed and settled. Mr. Edmund Watson having announced, to the great regret of the members present, that he was no longer able to act as hon. secretary, the following honorary officers were elected for the ensuing year: Mr. William Willis, president, Messrs. Stockbridge and Harvey, trustees; Mr. Frederick Dyke, treasurer; and Mr. Alfred C. Warwick, secretary. Mr. Frank J. Pickett was also elected to serve on the committee in place of Mr. C. C. Boutwood, retired. In a speech towards the close of the meeting, the president denounced the present system of appointment by patronage to the various public legal offices as a great injustice to law clerks, who are generally more qualified for the positions than those who usually get them, and stated that a meeting would be held that day fortnight for the purpose of discussing the best method of getting those appointments thrown open to law clerks. At the close of the meeting many new members joined.

Law Students' Journal.

Council of Legal Education.

The following are the awards of the Council upon the Trinity Examination, held in Lincoln's-inn Hall on the 28th, 29th, 30th, and 31st of May, and the 1st of June. L.I. means Lincoln's-inn; I.T., Inner Temple; M.T., Middle Temple; and G.I., Gray's-inn:—

ROMAN LAW.

Class I.—R. W. Fowell and V. J. Patel, L.I.

Class II.—W. L. F. Davies, I.T.; H. S. K. Edie, M.T.; A. E. C. Franklin, I.T.; S. C. Ghosh, M.T.; J. H. Greenwood, I.T.; J. H. Molyneux, L.I.; Brahma Nand and Mahabir Prasad, G.I.; J. K. Roy and A. A. Schoch, M.T.; George Thomas, I.T.

Class III.—F. H. Baber, I.T.; P. L. Beard and J. A. Chamberlain, G.I.; S. B. Chester and C. H. E. Chubb, M.T.; F. P. Crosshaw, I.T.; C. N. Curling, L.I.; E. S. Dassanaike, I.T.; J. C. Davies, M.T.; S. Y. Deshmukh, L.I.; P. S. Everest, M.T.; E. A. Faunch, G.I.; R. B. Foster, L.I.; N. Goswami, G.I.; W. L. Greenlees, I.T.; Dyal Har, Edward Hulst, H. P. Hulst, E. I. J. Hyam, and G. S. Ingram, M.T.; S. M. Iqbal, L.I.; N. G. B. James, G.I.; Arnold Jones and W. W. Lane, I.T.; H. E. Measor and Shammunath Mubran, M.T.; Jagann Nath, G.I.; Edward Nathan, I.T.; M. H. Nawaz, L.I.; E. M. F. Nicholson, M.T.; C. E. Palmer, L.I.; J. A. O. Payne and F. W. Perceval, I.T.; E. F. Quartey, L.I.; Khushi Ram, G.I.; R. M. D. Reid, I.T.; C. A. K. Renshaw, L.I.; P. F. Rosettenstein, G.I.; R. B. C. Sheridan, C. W. Slaughter, and D. S. Smith, M.T.; Mohanlal Varma, G.I.; H. C. Watson, I.T.; H. P. Weber and A. R. Wontner, G.I.; Emanuel Wright, I.T.

Of the 92 examined, 59 passed. Two candidates were postponed until the Hilary Examination, 1907.

CONSTITUTIONAL LAW, ENGLISH AND COLONIAL, AND LEGAL HISTORY.

Class I.—No award.

Class II.—R. E. Cornwall, S. A. G. Cox, G. F. Kingham, and J. J. Lambert, M.T.; S. P. Mitra, G.I.; R. W. Needham, M.T.; Howell Owen, I.T.; A. H. Pargeter and Herbert Phillips, M.T.; W. W. Phillips, I.T.; F. P. E. L. Potter, A. W. Priestley, and Walter Saise, G.I.

Class III.—Bernard Alexander and F. H. Baber, I.T.; F. C. Barnes, M.T.; Maurice Barnett, G.I.; W. J. Bees, M.T.; H. S. Bell, L.I.; H. G. Bushe and C. H. Campagnac, M.T.; R. S. Carrapiett, L.I.; E. R. M. Castle, I.T.; T. H. Charles, M.T.; R. F. Cheux, G.I.; C. A. Child, M.T.; André Ciprini, G.I.; J. A. Copland, M.T.; A. G. Corbett, I.T.; Charles Corfield, M.T.; Albert Crew, G.I.; A. B. S. Cripps, M.T.; W. A. P. Critchley, I.T.; W. C. Crossdell, G.I.; T. L. Crombie, L.I.; E. S. Drassanaike, I.T.; A. B. B. de Tscherner and M. M. Doctor, M.T.; J. H. Dransfield, I.T.; H. S. K. Edie, M.T.; A. H. Edwards and G. T. Fitzgerald, I.T.; C. G. E. Fletcher, G.I.; W. S. Gibson, L.I.; R. F. Hayward, C. V. H. Helyar, A. C. Heward-Bell, Hubert Hickman, and G. D. Hobson, I.T.; W. C. Howe, M.T.; John Isaacs, L.I.; F. O. Lowe, M.T.; Alfred Mangena, L.I.; E. E. Matthews, G.I.; Anthony Meimarachi and I. E. Melville, I.T.; J. H. Molyneux, L.I.; K. L. Mukerjee, M.T.; Jagann Nath, G.I.; F. J. Newman and F. W. Perceval, I.T.; G. P. Pillai, M.T.; P. P. Pope, I.T.; G. A. Powell, G.I.; G. W. Profeit, L.I.; S. A. Rahman and Kola-chalam Ramachender, M.T.; J. G. H. Randles, I.T.; H. P. Rashleigh, L.I.; V. C. Richards and Edgar Rosewall, M.T.; M. L. Sadi, L.I.; C. P. Scott and G. W. Scott, I.T.; Joseph Shaw and C. W. Slaughter, M.T.; William Taylor, G.I.; George Thomas, I.T.; T. F. Tremearne, L.I.; H. B. Turle and Thomas Usher, I.T.; Mohanlal Varma, G.I.; H. C. W. Verney, I.T.; J. L. Walker, G.I.; Mohammad Wassim, L.I.; W. H. Wellsman, I.T.; L. A. C. Wharton, G.I.; W. H. Whitehouse, I.T.; J. A. P. Wild, G.I.

Of the 118 examined, 89 passed.

EVIDENCE, PROCEDURE, AND CRIMINAL LAW.

Class I.—J. E. E. Banks and F. E. Bray, I.T.

Class II.—T. W. N. Barlow, L.I.; H. H. Barne, I.T.; N. de M. Bent-wich, L.I.; C. B. Cooper, G.I.; A. H. S. Cripps, M.T.; C. D. G. Drayton and R. S. Ellis, I.T.; D. S. Flemming, L.I.; John Flowers and A. E. Franklin, I.T.; H. E. Glaisyer, L.I.; R. G. Leigh, I.T.; V. N. Mehta, M.T.; W. W. Phillips, I.T.; Charanjit Rai, L.I.; P. J. G. Rose, I.T.; E. W. Shepperson, G.I.; F. H. Toyne, I.T.; Meredith Young, L.I.

Class III.—E. V. Bacon, I.T.; S. P. Basu, L.I.; T. H. Bedford and T. H. D. Bell, I.T.; F. N. J. Blundell, L.I.; F. E. Bodell, G.I.; W. F. Boger, M.T.; W. J. S. Carrapiett, L.I.; J. D. Cassels, M.T.; E. R. M. Castle, I.T.; M. P. Choudhuri, L.I.; O. B. Clarke, I.T.; H. B. Copinger, M.T.; A. G. Corbett, I.T.; K. K. Deb, L.I.; Gerald Dodson, Dryden Donkin, J. H. Dransfield, and G. M. Fitzgerald, I.T.; C. J. D. Freeth and J. C. Ghose, M.T.; W. S. Gibson, L.I.; St. John Hutchinson, M.T.; W. T. Iveney, I.T.; M. A. Khan, C. A. Kirby, and Nand Lal, L.I.; Hugh Makins and M. F. J. McDonnell, I.T.; A. E. Milne and Manindranath Mullick, G.I.; Isaac Nahon, M.T.; Suraj Narain and M. H. Nawaz, L.I.; Giles Oats, M.T.; F. J. Pollock, L.I.; Khushi Ram, G.I.; V. C. Richards, M.T.; H. D. Samuels and Maung San Wa, L.I.; A. M. Scott, M.T.; P. K. Sinha, L.I.; S. N. Sinha, M.T.; A. L. Shephen, R. H. R. Stewart, and K. A. R. Sugden, L.T.; William Taylor, G.I.; W. U. Timmia, L.I.; R. J. L. Tindall, M.T.; Herbert Watkinson and F. C. B. West, I.T.; E. C. Willoughby and H. M. Wise, M.T.; J. D. Young, G.I.

The number examined was 86, of whom 75 passed.

FINAL.

Class I. (in order of merit, all being awarded certificates of honour).—A. R. Burrard, M.T.; W. C. Sandford, I.T.; W. L. Bleasle, L.I. (studentship of 100 guineas per annum tenable for three years); R. E. Gething, M.T.; J. H. Kemp, L.I.; G. G. E. Brebner, M.T.; A. E. Barnes, L.I., and C. D. Myles, I.T. (bracketed equal); F. A. Hayley, M.T., and V. F. Taraporewala, L.I. (bracketed equal); S. Yeoh, G.I., J. L. Brierly, L.I.

Mr. Burrard and Mr. Sandford, in that order, would have been recommended for the studentship had they not been disqualified by age.

Class II. (in order of merit).—Reyasut Hossain, M.T.; Geoffrey Parker, L.I.; A. W. Fenton and Athelstan Ridgway, M.T. (bracketed equal); E. R. Crundall and P. A. Currie, I.T.; O. J. L. de Glanville, M.T.; L. J. A. Pile, I.T., and W. ap H. Thomas, M.T. (bracketed equal); G. L. T. L. Lampson, L.I.; S. P. Low, M.T.; A. W. G. J. Connor, L.I., and W. H. Taylor, M.T. (bracketed equal); W. F. Fox, L.I.; R. de C. Oldfield, I.T.; J. T. Stephen and F. J. Wrottesley, I.T. (bracketed equal); A. K. Khan, M.T.; William Berry, L.I.; J. C. P. Borrajo, G.I.; R. M. Sebag-Montefiore, I.T.; D. O. Evans, G.I., and A. D. Stoop, I.T. (bracketed equal); J. T. Jenkins, G.I.

Class III. (in alphabetical order).—M. W. Ashby, I.T.; M. M. Bakht and Maung Ba Thein, L.I.; T. G. Brocklebank, I.T.; R. F. Cheux, G.I.; Chin Toon, M.T.; H. H. Chipman, L.I.; W. S. Clark, I.T.; B. A. Cooper, M.T.; J. H. Dransfield, I.T.; A. W. Elkin and J. W. Ellis, G.I.; G. P. Evans, L.I.; C. B. Flood, I.T.; Edouard Gallet and W. H. Gimblett, M.T.; P. H. Gray and T. H. Greenwood, G.I.; M. W. Hughes and H. T. Johnston, I.T.; C. W. Kendall, M.T.; S. E. Kurwa, L.I.; J. R. Long, G.I.; H. D. F. MacGeagh and J. I. Macpherson, M.T.; P. I. Massadani, L.I.; T. A. F. McMillan-Scott, I.T.; V. N. Mehta, M.T.; J. T. Miles and Arthur Moon, I.T.; Nai Sahad and J. R. Newton, L.I.;

M. B. Oung and P. D. S. Patel, M.T.; J. G. H. Randles, I.T.; F. C. Sanders, M.T.; K. E. J. Sanjana, G.L.; G. T. Simonds, L.I.; J. E. Singleton, I.T.; P. C. Sinha, M.T.; M. A. Taylor, G.I.; E. A. S. Wagner, H. F. Wallace and R. E. Whiteley, I.T.

Of the 112 examined, 80 passed.

The Barstow scholarship is awarded to Mr. A. R. Barrand, Middle Temple.

Legal News.

Appointments.

Mr. SIDNEY FRANCIS ST. JERMAIN STREADMAN, solicitor, of 4, Suffolk-street, Pall Mall East, has been appointed a Commissioner for the High Courts of Calcutta and Bombay, and, as such, to Take Acknowledgments of Married Women in respect of property in India.

Mr. WILLIAM PICKFORD, K.C., has been appointed Commissioner of Assize on the North-Eastern Circuit.

Mr. MICKLEM, K.C., M.P., has been elected a Bencher of the Honourable Society of Lincoln's Inn in succession to the late Judge Carver, K.C.

Changes in Partnerships.

Dissolutions.

HUGH PERCIVAL CHATTOCK and BERTRAM PARROTT GRAY, solicitors (Chattock & Gray), Birmingham. June 12. [Gazette, June 19.]

General.

The Criminal Appeal Bill passed through Committee in the House of Lords on the 15th inst, with amendments the effect of which is referred to elsewhere.

Mr. Justice Sutton must, says *Daily Mail*, have been thinking of something else besides law at the Denbigh Assizes, as, in an absent-minded way, he addressed Mr. Artemus Jones, a barrister, as "Mr. Artemus Ward."

In reply to a question the Attorney-General has stated that there is little prospect of any county court legislation this session, and that he has ascertained from the Lord Chancellor that he is not prepared to say whether he would propose a system of compulsory retirement for the judges.

The sixth meeting of the Bankruptcy Law Amendment Committee was held on the 13th inst. at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. S. J. Ellis, the Parliamentary Secretary to the National Chamber of Trade, and by Mr. D. Dickinson, Chairman of Committees of the Chamber.

A writer in the *Daily Telegraph* gives the following incident: Scene, a Court of Justice. Wordy K.C. is addressing the jury in an accident case, a bag having fallen from a window on to the head of the plaintiff. Wordy K.C.: "I know not, gentlemen, for my instructions do not tell me, what were the contents of the bag. Conceivably it may have been a bag of coals; possibly it may have been a bag of malt; perchance it may have been a mail-bag—" The Judge: "Perhaps it was a wind-bag."

In the House of Commons on Tuesday Lord R. Cecil asked if the Prime Minister proposed to give any day for the discussion of Mr. MacNeill's motion in reference to the Great Yarmouth election petition. Sir H. Campbell-Bannerman said it was difficult to find a day for a stray subject of the kind not connected with ordinary Parliamentary business, but he thought of devoting Friday fortnight to the purpose. The delay had been necessary to allow the House to have possession of the printed notes of what took place at the trial.

The Judicial Committee of the Privy Council resumed their sittings on Tuesday after the Whitsuntide vacation. The list of business before them includes, says the *Times*, twenty-nine appeals—viz., from Oudh, four; Canada, four; Bengal, three; Quebec, three; Ontario, three; Western Australia, two; British Columbia, two; and from Haidarabad, Allahabad, Bombay, Transvaal, Natal, British Honduras, New Zealand, and Constantinople, one each. There are also two patent cases to be dealt with and eight judgments to be delivered.

The following story has, says the *Evening Standard*, just been retold, but unlike many stories it bears retelling. A lady once visited Kensington Parish Church, in the choir of which was Sir Richard Webster, now Lord Chief Justice of England. She asked the vergier to point out Sir Richard, but the vergier knew him not. Badgered by further questions from the incredulous lady, he said testily: "Well, ma'am, that's the vicar, them's the curates, and I'm the vergier; but as for the choir—well, as long as they does their duty, we don't inquire into their antecedents."

In a case of *Loes v. Moors*, before Mr. Justice Swinfen Eady, on the 17th inst., it transpired, says the *Times*, that the sole surviving trustee of a settlement had been served with notice of the petition along with a tender of *Rs.* under ord. 65, r. 27 (19), but had not appeared. It was mentioned that although the settlement had not come to an end, the lady still having a power of appointment under it, the trustee had transferred the fund to the trustees of a later settlement and had been granted a release. Mr. Justice Swinfen Eady said he could not sanction the notion that the practice of making a tender under the rule applied to a trustee. It was the duty of the trustee to appear and protect the fund.

The call of Mr. McWilliam, a gentleman afflicted with blindness, to the bar at Sydney, will, says the *Westminster Gazette*, bring to recollection the circumstance that Mr. Pennefather, who was one of the Barons of the Irish Court of Exchequer from 1821 till 1859, was for the last fifteen years of his judicial career wholly bereft of sight. He, however, was able to discharge his judicial duties with efficiency, and on one occasion only was his deprivation of sight a matter of obvious embarrassment to him on the Bench. He was trying a case in which a man was charged with writing a threatening letter, and on a comparison of the writing of the threatening letter with the writing of a document admittedly in the prisoner's handwriting, the prisoner, who was defending himself, requested that his lordship would examine both the documents and form his own conclusion.

An article in the *Times* cites, from the *North German Gazette* some statistics illustrative of the efficacy of the finger-print system in detecting criminals in Germany. By means of a collection of 65,948 impressions some 3,000 persons were identified during 1905, a result comparing very favourably with that obtained by the old-fashioned system of relying upon photographs, since a collection of 27,050 portraits, consulted in 1,716 cases during the year, enabled only 145 criminals to be recognized. The unerring accuracy of the more modern method seems to be recognized by the law-breakers themselves, for it is stated that in many instances in which a false name had at first been given the mere production of the apparatus was sufficient, before any impression had been taken, to lead the suspects to abandon their efforts at concealment and to confess their identity.

We understand, says the Parliamentary correspondent of the *Times*, that the object of the Bond Investment Companies Bill, introduced by Mr. Kearley in the House of Commons this week, on behalf of the Board of Trade, is to place bond investment companies under regulations somewhat similar in their character to those which apply to life assurance companies. In particular, every bond investment company to be established in the future is to be required to deposit in court a sum of £10,000, which is not to be paid out until a fund is set apart and secured for bondholders amounting to double the sum deposited. Every bond investment company is to be required annually to prepare a statement of its revenue account and of its balance-sheet, and every five years to cause an investigation to be made into its financial position by an actuary, and printed copies of the accounts and of an abstract of the report are to be forwarded by the company on application to every shareholder and bondholder. All advantages dependent on lot or chance are to be prohibited, and power is to be given to the court to order the winding-up of a bond investment company on the application of one or more bondholders upon its being proved that the company is insolvent. The Bill is designed to carry out the recommendations of a departmental committee appointed in May, 1905, to inquire as to the operation of certain companies known as bond investment companies.

The following memorandum as to the native customary law of sale of land in Akwapim has, says the *Journal of the Society of Comparative Legislation*, been furnished by his Honour the Chief Justice of the Gold Coast: In a case heard at Accra on the 2nd of May, 1904, the following evidence was given with respect to the Guaha customs by Thomas Martin Adade, an educated man and Chief Councillor to the Omanhene of Akwapim. By the strict native law of Akwapim, before a sale of land is complete the Guaha custom should be performed. The procedure is as follows: The vendor and purchaser each procure sureties. The purchaser provides twenty-five strings of cowries; these are placed on the ground. The "linguist" in the matter—that is, the person who acts as intermediary between vendor and purchaser—picks out six cowries, makes a hole through each and puts them on a string. Each of the sureties holds three of the stringed cowries whilst the "linguist" makes an oath that if the vendor wilfully comes back and takes his land he will have to pay double the purchase-money, and that if the purchaser refuses to complete the purchase any money already paid will be repaid to him, but without interest or expenses. The sureties then pull the cowries apart till the string breaks. The remaining cowries are divided between the sureties as a reward for their trouble. A sheep, provided by the purchaser, is killed and divided amongst the actors in the transaction and the witnesses, the purchaser receiving the head and a piece of the loin and the skin. The holed cowries are kept, in testimony of the transaction, and are not infrequently placed in the stool of the purchaser. Until this custom is performed the sale is not complete. Here we have an illustration of what Sir Henry Maine and other investigators have often pointed out, that simplicity is not an attribute of primitive law.

In charging the grand jury at the Aylesbury Assizes, Mr. Justice Walton said he was sometimes tempted to wonder whether it was necessary to gather together so many gentlemen when there was so very little business for them to do. But after all he considered that there was nothing in the government of the country so essentially and fundamentally important as the administration of the criminal law, and that the administration of this law should command the undoubted confidence of the whole of the people. Fortunately in this country from time immemorial the people themselves, whether as grand or petty jurymen, had been associated intimately with the administration of justice, and it had not been left exclusively in the hands of an expert class and in the hands of lawyers. The work had been done, and was still being done, by the people themselves as jurymen; and he thought it would be very undesirable to dispense with any institution or procedure which secured that the people should be associated with the judges in carrying out the criminal law of this country. There was at present before Parliament a Bill dealing with the improvement of the law with regard to criminal appeals. Speaking for himself, he was entirely in favour of an unrestricted right of appeal upon questions of law. But

when he came to
juries upon a
difficulty. He
but generally h
matter great
responsibility o
suppose that t
upon a decisio
tunate thing if
of the full sen
ought to feel st

To EXECUTOR
Jewellers, Gold
smiths, and Sil
versmiths, and
London, W., V
Family Distri
Gallery.—[Ad

Date.
Monday, June...
Tuesday...
Wednesday...
Thursday...
Friday...
Saturday...
Date.
Monday, June...
Tuesday...
Wednesday...
Thursday...
Friday...
Saturday...

The King o
Melladew,
Chief Just
pt hd Ma
Clark v The
Mr Justice
May 29
Farrington
Justice Ch
May 30
Felton v Wh
May 29, 19
Lloyd's Ban
of Mr Jus
June 3
Lewis v Bak
1905, with
In re Hulb
appl of G
1905 Jun
Swanley Cou
the Lord C
1905 Jun
Brinsmead &
dated May
Cowley v W
May 30, 1
Grannell v
Justices K
Everall v Br
Justices K
Key v Meat
Chief Just
June 9
Walker (wid
Chief Just
June 14
Capel & Co
from judg
dated May
Devonald v
dated Jun
The Temper
defts from
mercial L

when he came to consider the question of appeals from the decisions of juries upon a point of fact it did appear to him that there was great difficulty. He was not saying that there ought to be no such appeal, but generally he ventured to think that in any change of the law in this matter great care should be taken not to impair in any way the responsibility of juries, and not to do anything which would lead them to suppose that the verdict was not so much theirs, but was to rest finally upon a decision of a court of judges. He thought it would be an unfortunate thing if anything happened which would in any way relieve juries of the full sense of responsibility for the verdict which they gave, for they ought to feel that a decision on fact was theirs alone.

TO EXECUTORS.—VALUATIONS FOR PROBATE.—Messrs. Watherston & Son, Jewellers, Goldsmiths, and Silversmiths to H.M. The King, 6, Vigo-street (leading from Regent-street to Burlington-gardens and Bond-street), London, W., Value, Purchase, or Arrange Collections of Plate or Jewels for Family Distribution, late of Pall Mall East, adjoining the National Gallery.—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT ROTA.	MR. JUSTICE KEENE.	MR. JUSTICE FAWCETT.
Monday, June.....	Mr. Farmer	Mr. Church	Mr. King	Mr. Beal
Tuesday.....	King	Greswell	Farmer	Carrington
Wednesday.....	Theod	Church	King	Beal
Thursday.....	W. Leach	Greswell	Farmer	Carrington
Friday.....	Greswell	Church	King	Beal
Saturday.....	Church	Greswell	Farmer	Carrington
Date	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.	MR. JUSTICE WARRINGTON.
Monday, June.....	Mr. W. Leach	Mr. R. Leach	Mr. Pemberton	Mr. Godfrey
Tuesday.....	Theod	Theod	R. Leach	R. Leach
Wednesday.....	W. Leach	R. Leach	Pemberton	Jackson
Thursday.....	Theod	Godfrey	Jackson	Pemberton
Friday.....	W. Leach	R. Leach	Pemberton	Carrington
Saturday.....	Theod	Godfrey	Jackson	Beal

COURT OF APPEAL.

TRINITY SITTINGS, 1906.

(Continued from p. 549.)

FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1905.

The King on the relation of William James (Applicant) v Elizabeth Melladew, Executrix (Resp't) appl of applicant from judgt of the Lord Chief Justice and Justices Kennedy and Ridley, dated May 15, 1905 pt hd May 24

Clerk v The London General Omnibus Co ld appl of defts from judgt of Mr Justice Darling, dated May 11, 1905, with a common jury, Middlesex May 29

Farrington Works, &c, Co ld v Kelly appl of deft from judgt of Mr Justice Channell, dated May 17, 1905, without a jury, Middlesex May 30

Felton v Wharrie appl of plttf from judgt of Mr Justice Darling, dated May 29, 1905, jury discharged, Middlesex (security ordered) June 1

Lloyd's Bank v Medway (Upper) Navigation Co appl of defts from judgt of Mr Justice Channell, dated May 19, 1905, without a jury, Middlesex June 3

Lewis v Baker appl of plttf from judgt of Mr Justice Jelf, dated May 23, 1905, without a jury, London (s o not before June 25) June 6

In re Hulbert Aldridge, gentleman, solr, &c (expte G Beswick-Darley) appl of G Beswick-Darley from judgt of Mr Justice Jelf, dated June 5, 1905 June 7

Swanley Coal Co v Denton (Gillespie, clmt) appl of clmt from judgt of the Lord Chief Justice and Justices Kennedy and Ridley, dated May 31, 1905 June 7

Brinsmead & Goddard v Ellis appl of plttf from judgt of Mr Justice Jelf, dated May 17, 1905, without a jury, Middlesex June 7

Cowley v Whitmore appl of plttf from judgt of Mr Justice Darling, dated May 30, 1905, with a common jury, Middlesex June 8

Grunnell v Welch appl of plttf from judgt of the Lord Chief Justice and Justices Kennedy and Ridley, dated May 26, 1905 June 8

Everall v Brown appl of plttf from judgt of the Lord Chief Justice and Justices Kennedy and Ridley, dated May 22, 1905 June 9

Key v Meath Rural District Council appl of defts from judgt of the Lord Chief Justice and Justices Kennedy and Ridley, dated May 24, 1905 June 9

Walker (widow) v Smith and anr appl of defts from judgt of the Lord Chief Justice and Justices Kennedy and Ridley, dated May 26, 1905 June 14

Capel & Co v A E Cave (a married woman) W F Cave, clmt appl of plttfs from judgt of the Lord Chief Justice and Justices Kennedy and Ridley, dated May 30, 1905 June 14

Donald v Rosser & Sons appl of defts from judgt of Mr Justice Jelf, dated June 6, 1905, without a jury, Middlesex June 15

The Temperley Steam Shipping Co v Smales, Eeles, & Co and ors appl of defts from judgt of Mr Justice Channell, dated April 10, 1905 (Commercial List) June 15

T W Davies (Trustee in Bankruptcy of the Estate of W Watson, a Bankrupt) v Petrie (widow) appl of deft from judgt of the Lord Chief Justice and Justices Kennedy and Ridley, dated June 8, 1905 June 17

Kershaw v Evans and anr appl of defts from judgt of The Lord Chief Justice and Justices Kennedy and Ridley, dated May 30, 1905 June 20

Griffin & Sons ld v Vautin & Joll appl of defts from judgt of Mr Justice Bigham, dated May 31, 1905, without a jury, Middlesex June 28

Lowe v Dorling & Son appl of defts from judgt of The Lord Chief Justice and Justices Kennedy and Ridley, dated June 20, 1905 July 4

Sheppard v Bond appl of plttf from judgt of Mr Justice Warrington, dated March 21, 1905, without a jury, Middlesex July 5

Phoenix Assee Co ld v Spooner appl of deft from judgt of Mr Justice Bigham, dated June 3, 1905, without a jury, Middlesex July 5

The British and South American Steam Navigation Co ld v The British and Foreign Marine Insee Co ld appl of plttfs from judgt of Mr Justice Channell, dated March 28, 1905, without a jury, Middlesex July 6

Bond and ors v The Federal Steam Navigation Co ld appl of plttfs from judgt of Mr Justice Channell, dated April 13, 1905, without a jury, Middlesex July 13

Callow v Weaver appl of defts from judgt of Mr Justice A T Lawrence, dated May 25, 1905 July 18

Fieldings v McCulloch and Wife appl of defts from judgt of Mr Justice Ridley, dated June 3, 1905, without a jury, Middlesex July 18

The Wardens and Commonalty of the Mystery of Goldsmiths of the City of London v William Wyatt appl of plttfs from judgt of Mr Justice Channell, dated July 6, 1905 July 18

Hecht and anr v The Egyptian and Soudan Agency ld appl of defts from judgt of Mr Justice Channell, dated June 29, 1905, without a jury, Middlesex July 21

Kemp v Baerehnau appl of deft from judgt of Mr Justice Channell, dated July 14, 1905, without a jury, Middlesex July 24

Gray v The Oxford ld appl of plttf from judgt of Mr Justice Phillimore, dated July 14, 1905, without a jury, Middlesex July 25

North London Ry Co v London and India Docks Co appl of plttfs from order of Mr Justice Walton, dated July 11, 1905, without a jury, Middlesex July 27

J Lang v G E Heyl-Dia appl of deft from judgt of Mr Justice Channell, dated July 7, 1905, without a jury, Middlesex July 28

North-Eastern 100a Steamship Assee Assoc v The Red S Steamship Co ld appl of defts from judgt of Mr Justice Channell, dated July 1, 1905, without a jury, Middlesex July 29

Bede Steam Shipping Co v The River Wear Commissioners appl of defts from judgt of Mr Justice Jelf, dated July 18, 1905, without a jury, Durham July 29

Edwards v The London, Edinburgh, and Glasgow Assee Co ld appl of plttf from judgt of Mr Justice Darling, dated May 8, 1905, jury discharged, Middlesex Aug 1

Wild v The English Sewing Cotton Co ld appl of plttf from judgt of Mr Justice Walton, dated July 19, 1905, jury discharged, Salford Aug 1

Waters (trading as F S Waters & Co) v Gallagher & Co appl of plttf from judgt of The Lord Chief Justice, dated July 21, 1905, Middlesex Aug 2

Bridget Garry (Wife of Thomas Gerald Garry) v Slatter appl of deft from judgt of Mr Justice Ridley, dated July 22, 1905 Aug 5

Ross v Ellis appl of plttf from judgt of Mr Justice A T Lawrence, dated Aug 2, 1905 Aug 10

May and anr v Eiloart appl of plttfs from judgt of Mr Justice Lawrence, dated July 29, 1905, Middlesex Aug 12

Sales Co ld v David Jones & Co appl of plttfs from judgt of Mr Justice A T Lawrence, dated Aug 10, 1905, without a jury, Middlesex Aug 15

Austin Friars SS Co ld (Applicants) v Strack and 18 ors (resp'ts) appl of applicants from judgt of Justices Kennedy and Ridley, dated May 29, 1905 Aug 17

Same v Strack appl of applicants from judgt of Justices Kennedy and Ridley, dated May 29, 1905 Aug 17

The Urban District Council of Wood Green (Applicants) v Louis Joseph (Resp't) appl of applicants from judgt of The Lord Chief Justice and Justices Lawrence and Ridley, dated Aug 3, 1905 Aug 22

Mason ld v Lovatt appl of plttf from judgt of The Lord Chief Justice and Justices Lawrence and Ridley, dated Aug 10, 1905 Aug 22

Bagley v Smith appl of deft from judgt of Mr Justice Grantham, dated Aug 11, 1905, without a jury, Leeds Aug 23

Payton and anr v Clarke and anr appl of plttfs from judgt of Mr Justice Wills, dated Aug 11, 1905, without a jury, Birmingham Sept 2

Moram, Galloway, & Co v Uzielli and ors appl of plttfs from judgt of Mr Justice Walton, dated Aug 11, 1905, without a jury, Middlesex Sept 11

French v Howie and Wife appl of deft W J Howie from order of The Lord Chief Justice and Justices Kennedy and Jelf, dated June 27, 1905 Sept 26

Aktiebolaget and ors v Ritson & Co appl of plttfs from judgt of Mr Justice Bray, dated Aug 3, 1905, without a jury, Middlesex Oct 14

Noirit v Moore appl of plttf from judgt of Mr Justice Wills, dated Aug 7, 1905, without a jury, Birmingham Oct 15

Viscount Boyne v Harper appl of deft from judgt of Mr Justice Jelf, dated July 19, 1905, without a jury, Durham Oct 19

The Mayor, &c, of the Borough of Wednesbury v The Lodge Holes Colliery Coal ld appl of plttfs from judgt of Mr Justice Jelf, dated May 30, 1905, jury discharged, Birmingham Oct 21

Cheahire v Price and anr appl of defts from judgt of Mr Justice Darling, dated July 28, 1905, without a jury, Birmingham Oct 23

Dowsett and ors v Ramus appl of defts from judgt of Mr Justice Phillimore, dated Aug 8, 1905, without a jury, Middlesex Nov 1

Kearns v Brown appl of deft from judgt of Mr Justice Bray, dated Nov 1, 1905, with a common jury, Middlesex Nov 9

Ashebe v Rollins appl of plttf from judgt of Mr Justice Grantham, dated Dec 20, 1905, without a jury, Middlesex Feb 24

Tozeland v The Guardians of the Poor of the West Ham Union appl of deflt from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 14, 1906 Feb 24

The Guardians of the Gloucester Union by Walter George Williams, their Relieving Officer v The Gloucester Co-operative and Industrial Soc Id appl of plttfs from judgt of the Lord Chief Justice and Justices Ridley and Darling, dated Feb 15, 1906 Feb 26

Hutton v Ras Steam Shipping Co Id appl of plttf from judgt of The Lord Chief Justice, dated Dec 4, 1905, jury discharged, Middlesex March 1

The Solidified Oil Coal Id v Benjamin appl of deflt from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 21, 1906 Feb 27

Dewar v Tasker & Sons Id appl of plttf from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 16, 1906 March 2

Bullen v Swan appl of plttf from judgt of Mr Justice Walton, dated Feb 7, 1906, without a jury, Middlesex March 2

Mayer v Swan and anr appl of deflt Sachs from judgt of Mr Justice Buckley (additional judge, &c), dated Feb 19, 1906, without a jury, Middlesex March 5

Express Assee Corpn Id v C T Bowring & Co Id (sued, &c) appl of plttf from judgt of Mr Justice Kennedy, dated Dec 5, 1905, without a jury, Middlesex March 5

Biddle v Hart appl of plttf from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 23, 1906 March 8

Weldon v Matthews appl of plttf from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 26, 1906 March 9

Porch v Hawes appl of plttf from judgt of Mr Justice Darling, dated Feb 24, 1906, without a jury, Middlesex March 9

Barnett v Butler appl of plttf from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated Feb 27, 1906 March 10

Baker v The Realm Assee Assoc Id appeal of defts from judgt of Mr Justice Channell, dated Feb 26, 1906, without a jury, Monmouth March 13

Gillet v Barraasford appl of deflt from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated March 5, 1906 March 15

Galloway v Steinberger appl of deflt from judgt of Mr Justice Farwell (additional judge), dated Feb 6, 1906, without a jury, Middlesex March 16

The Attorney-Gen v Glossop and ors (Revenue) appl of defts from judgt of Mr Justice Walton, dated Dec 21, 1905, and cross notice by the Attorney-General March 30

Insole & Son v Gueret appl of deflt from judgt of Mr Justice Phillimore, dated March 5, 1906, without a jury, Middlesex March 20

London United Tramways (1901) Id v Assessment Committee of Brentford Union and Overseers of the Parish of Chislewick appl of repts from judgt of The Lord Chief Justice and Justices Ridley and Darling, dated March 7, 1906 March 20

Wallis & Stevens Id v Waugh and Freeman appl of deflt Freeman from judgt of Mr Justice Kennedy, dated March 16, 1906, without a jury, Middlesex March 22

Whipple v Penpoll Tin Smelting Co Id appl of defts from judgt of The Hon Judge Taylor, KC, Liverpool Court of Passage, dated March 10, 1906 March 24

Doig v Barnard appl of plttf from judgt of Mr Justice A. T. Lawrence dated Jan 12, 1906 April 3

Swale v Ipswich Tannery Id appl of plttf from judgt of Mr Justice Kennedy, dated March 23, 1906, without a jury, Middlesex April 5

Smith and anr v Gobbels and ors (trading as Gobbels & Grandjean) appl of defts from judgt of Mr Justice Bigham, dated March 28, 1906, without a jury, Middlesex April 6

Herman Von Freeden v Hull and ors (G T Turner and ors, 3rd parties) appl of L Dens, a 3rd party, from judgt of Mr Justice Phillimore, dated March 12, 1906, without a jury, Middlesex April 6 Von Freeden v Hull and ors appl of defts from judgt of Mr Justice Phillimore, dated March 12, 1906, without a jury, Middlesex April 9

The Mayor, Alderman and Councillors of Westminster v The Gordon Hotels Id appl of appts from judgt of The Lord Chief Justice and Justices Darling and Bray, dated April 6, 1906 April 11

Darling & Son v Roeburn and anr appl of deflt from judgt of Mr Justice Kennedy, dated April 2, 1906, without a jury, Middlesex April 18

Gluck (trading as H Gluck & Co) v Wilson (trading as Wilson & Co) appl of deflt from judgt of Mr Justice Buckley (additional judge), dated Feb 17, 1906, without a jury, Middlesex April 20

Wakefield and District Light Ry (Appnts) v Mayor, &c, of Wakefield (Reapts) appl of repts from judgt of Justices Ridley, Darling, and A T Lawrence, dated April 10, 1906 April 21

Frazer v Filer appl of plttf from judgt of the Lord Chief Justice and Justices Ridley and Darling, dated Feb 15, 1906 April 21

Mersey Ry Co v Wirrall Ry Co appl of deflt from judgt of Mr Justice Bray, dated March 1, 1906 (West Derby Division of the County of Lancaster) April 25

(To be continued.)

London Gazette.—FRIDAY, JUNE 15.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ANGLO-KLONDYKE MINING CO., LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Joseph Henry Jefferys, 5, London wall bldgs, Finsbury circus

BRIDGE, FORTY, & CO., LIMITED—Petn for winding up, presented June 9, directed to be heard June 26. Smith & Hudson, 6, Mincing Ln, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 25.

CHINA GOLD MINES, LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Julius W H Byrne, 51, Gracechurch st.

DALIELL & CO., LIMITED—Creditors are required, on or before July 16, to send their names and addresses, and the particulars of their debts or claims, to William Prestoe, 71, Queen st, Cheapside.

DARAS COLLIERIES, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Ivor James Roberts, Ca'etion chmbrs, at Mary st, Cardiff.

INTERNATIONAL WALL PAPER CO., LIMITED—Petn for winding up, presented June 11, directed to be heard June 26. Lumley & Lom'ey, Old Jewry chmbrs, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 25.

MANN, VICKERS, & CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 16, to send their names and addresses, and the particulars of their debts or claims, to Henry Steele, Guildhall chmbrs, 38 and 40, Lloyd st, Manchester. Crofton & Co, Manchester, solrs for liquidtr.

MERCHANT COAL SYNDICATE, LIMITED—Creditors are required, on or before July 16, to send their names and addresses, and the particulars of their debts or claims, to Frederick Charles Lamprell, 19 and 21, Queen Victoria st.

QUERRETT (NORTHUMBRIA COASTERS), LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Walter Crowther Atkinson, 10, East parade, Leeds.

FACE, HOWE, & SONS, LIMITED—Petn for winding up, presented June 8, directed to be heard before Buckley, J, June 26. Miller & Steele, St Stephen's chmbrs, Telegraph st, solrs for Co. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 18.

FINRA BUTTES GOLD MINING CO., LIMITED—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Messrs Feilds, Garay, Liddell, & Roper, 57, Gracechurch st. Blyth & Co, Gresham house, solrs for liquidtr.

SOUTH COAST MERCURY, LIMITED—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Arthur Stock, 6, New parade, Worthing.

SOUTH WALES COMPRESSED AIR CLEANING CO., LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of the debts or claims, to John Jenkins David, 67, Queen st, Cardiff. Rees & Co, Cardiff, solrs for Co.

WOODHEAD & CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and full particulars of their debts or claims, to Frederick William Smith, New Inn chmbrs, King st, Gloucester. Gloucester, solrs for liquidtr.

London Gazette.—TUESDAY, JUNE 19. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

FIRD SANDRY & CO., LIMITED—Creditors are required, on or before June 30, to send in their names and addresses, with particulars of their debts or claims, to Donald Burnie, 3, Adelaide st, Swansea.

HUTCHINSON'S, LIMITED—Creditors are required, on or before July 27, to send their names and addresses, and the particulars of their debts or claims, to Claude H. Bartle, 45, Adelaide hill. Stanley & Co, Ludgate hill, solrs for liquidtr.

KARA GOLD MINING CO., LIMITED—Petn for winding up, presented June 14, directed to be heard July 3. R. d'erna & Hunt, Abchurch Ln, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 2.

OWEN & CO., LIMITED—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to Herbert Foden, 3, Ormerod st, Burnley.

TRAVELLERS CLUB (PARIS), LIMITED—Petn for winding up, presented June 15, directed to be heard July 3. Brooks & Heller, Upper Thames st, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 2.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 1.

ANDER, LAWRENCE WATSON, Barton under Needwood, Staffs June 30 Godger & Son Burton on Trent

ANKELL, ELIZA, Clifton, Glos July 1 Ticehurst & Co, Cheltenham

ASTOR, HARRIET, Richmond rd, South Kensington June 29 Richardson & Co, Much Hadham, Herts

BARNES, ELIZA, Brighton July 16 Rutland, Chancery Ln

BIRD, IRENE BURY PALMER, Brighton July 10 Barnard & Taylor, Lincoln's inn fields

BURLEY, JOHN LEYLAND, Kirkham, Lancs July 10 Dickson, Kirkham, Lancs

BEAT, JAMES, Tunbridge, Canebridge June 24 Palmer & Wardley, Tunbridge

BURNS, SAMUEL, Easington, Durham Farmer June 30 Bell & Sons, Sunderland

BUTTERBARK, MATILDA, Rose Hill, Derby Aug 30 Powell, Derby

CANTWORTH, FREDERICK FOX, Clifton, Bristol, Solicitor June 30 Danger & Cartwright, Bristol

CLIFTON, GEORGE ALFRED, Ladbroke grove, Bayswater June 30 Blaber, Gt Castle st, Regent st

COLEMAN, CAROLINE MARY HENRIETTA, Knightsbridge July 5 Rose & Co, Delahay st, Westminster

COLEMAN, REV JAMES FRANK, Knightsbridge July 5 Rose & Co, Delahay st, Westminster

CUTLER, GEORGE FREDERICK, BN, Lymington June 21 Menier & Co, Gt Tower st

CUTLER, JAMES, Catford June 30 Reader & Co, Moorgate st

CUTLER, WILLIAM JAMES, Sawbridge July 11 Acklands & Nockolds, Bishop's Cleeve

CUTLER, EDWIN, Hinesworth, Yorks, Builder June 30 Scholefield & Scholefield, Hemsworth, nr Wakefield

DEBY, SAMUEL EDENBERG, St Budeaux, Devonport July 21 Pearce, Devonport

FERRILL, JOHN, Liverpool, Licensed Victualler June 30 Day, Liverpool

FLETCHER, MARTHA, Putney June 29 Fawcett, Finsbury pynt

GODFREY, CHRISTIAN FREDERICK, Wakefield, Fork Butcher July 2 Townsend, Wakefield

GODFREY, SUSANNA, Beckenham June 30 Hills & Shea, Margate

GREENWOOD, WILLIAM NELSON, Landseer, Harbour Master July 2 Johnson & Tilly, Landseer

HALL, REV RICHARD SAMUEL BRACEBRIDGE HEMING, Nuncaton, Warwick July 2 Coward & Co, Bedford row

HALLAM, HANNAH KIRKHAM, Romley, Chester June 30 Johnston, Stockport

HARVEY, ANNE ANTONY ASHLEY, Maidencombe, nr Torquay June 30 Scott & Co, Queen st, Champside

HEDLEY, MARIA, Gateshead Fftr June 30 Onl, Gateshead

HICKS, JOHN WILLIAM, Wexley, Lancs, Licensed Victualler June 30 Boote & Co, Manchester

HOCK, THOMAS, Brynawr, Brecon July 1 Bishop, Brynawr

INGLE, SUSANNA, Portsmouth July 2 Blake & Co, Portsmouth

KOUWENHOVEN, CORNELIUS HENDRIKS, Borough High st, Rod Merchant July 7 Hicklin & Co, Trinity sq, Southwark

LEWIS, JAMES WILLIAM, Handsworth, Insurance Manager June 30 Smith & Malins, Birmingham

LINES, THOMAS, Kenech, Norfolk July 2 Fraser & Fraser, Wisbech

LLOYD, ROSINA, Aston, Warwick July 9 Bickley & L'neux, Birmingham

LOWE, JOHN, Walkley, Sheffield June 30 Howa, Sheffield

MASON, HENRY, Wakefield July 2 Townsend, Wakefield

MILLINGTON, HERBERT LIONEL, Leamington June 24 Field & Sons, Leamington

MORRIS, SARAH, Cheltenham July 31 Rickerby

O'HARA, JAMES, Boston, Lincs, Licensed Victualler July 13 Staniland & Son, Boston

PIPER, HENRY, Gateshead July 14 H & A Swinburne, Gateshead

RIMMER, CHARLES ROUSSELL, Lydiate, Lancs, Farmer July 1 Yates & Co, Liverpool

ROBINSON, ELIZABETH, Southport, Lancs Aug 1 Whitot & Holde, Southport

RUSTON, HARRY STYLE, Tunbridge Wells July 18 Oliver, Corbet ct, Gracechurch st

SCARLE, ELIZABETH, Lowestoft, Licensed Victualler June 30 Johnson, Lowestoft

SMITH, ELIZABETH DALE, Brighton June 30 Kays & Jnes, Norfolk st, Strand

SMITH, JEROME, Hill Bark, Frankby, Chester, Cotton Broker June 30 Mather & Son, Liverpool

SMYTH, JOHN, Piccadilly July 7 Pennington & Son, Lincoln's inn fields

SODER, ABRAHAM, Babbury, Oxford, Chimney Sweeper June 24 Fairfax, Banbury

TOWNSEND, JAMES, Ackerst, nr Doncaster, Farmer July 2 Townsend, Wakefield

TOWNSEND, CHARLES, Cardiff, Coal Dealer July 15 Thomas, Cardiff

TRUSWELL, JOSEPH, Sheffield July 17 Kesteven, Sheffield

WALKER, ELIZA, Little Horton June 20 Bocoock & Son, Halifax

WALKER, WILLIAM, Milton pk, Highgate, Contractor June 30 Clarke & Co, Duncan st, Islington

WHITEHEAD, MATILDA, Fallowsworth, nr Manchester June 21 Whitehead, Fallowsworth

WOOD, ROBERT GRAHAM, Gravesend June 30 Wood & Co, Birmingham

WARR, JOSEPH, Biggleswade, Fish Merchant June 29 Chapman & Chaudler, Biggleswade

London Gazette.—TUESDAY, JUNE 5.

BENNETT, ARTHUR JAMES WILLIAMS, Clifton, Bristol, Commission Agent Aug 1 King, Bristol

BOVILL, ROBERT CHURCHILL, Holmwood, Surrey July 14 Collyer-Bristow & Co, Bedford row

BROWN, ROBERT, Burnley June 30 Southern & Fulllove, Burnley

BURDEN, ALBERT, Shoreditch, Licensed Victualler June 24 Billcarys, Fenchurch lidge

BYE, WILLIAM, Soham, Cambridge June 18 Bye & Enni n, Soham, Cambs

CAMERON, HARRIET, Carlisle June 15 Crear & Mason, Maryport

CAUSTON, ALICE MAUD, Surbiton July 14 Smith & Hudson, Mincing Ln

CHADLER, GEORGE, Oakley, Staffs July 16 Dallow & Dallow, Wolverhampton

DICKER, GILBERT, Old Kent rd, Bermondsey, Journeyman Butcher July 6 James & James, Ely pl, Holborn circus

DUDLEY, JOSEPH, West Bromwich, Staffs, Grocer June 25 Shakespeare & Co, Oldbury, nr Birmingham

GREEN, DORA LAURA, Petrockstow, Devon June 30 Beavan, Torrington, N Devon

GRIERSON, CHARLES, Hayton, Cumberland July 1 S & H Cartmell, Carlisle

HALE, WILLIAM, Wolverhampton, Contractor June 30 Hall, Wolverhampton

HARDING, WILLIAM, Bristol, Grocer June 21 Mann & Rodway, Trowbridge, Wilts

HENRI, JOSEPH, CHARLES COHEN, Kingston, Jamaica June 30 Wilson & Munton, Kingston, Jamaica

HEWITSON, JOHN, Maryport, Cumberland, Solicitor June 15 Crear & Son, Maryport

HILBERS, LOUISA SUSANNA, Hove, Sussex July 11 Stuckey & Co, Brighton

HOWARD, JOHN FREDERICK, Hereford rd, Bayswater July 21 Pennington & Son, Lincoln's inn fields

JACKSON, FRANK, Southport, Engineer July 10 Twemlow, Manchester

KOL, ALBERTINE, Alma sq, July 12 Elkin & Henriques, Salters' Hall ct, Cannon st

LLOYD, HERBERT, Morthy Taddi, Brewer June 29 Lewis & Jones, Morthy Taddi

MATHER, RY EDWARD LUSHINGTON, Cheltenham July 2 Mather & Son, Liverpool

MAWER, CHARLOTTE ELIZABETH, Lincoln July 6 Danby & Epton, Lincoln

READ, ANN ELIZABETH, Rasingstoke July 16 Bowker & Sons, Winchester

SHARPLES, THOMAS, Chirley, Lancs July 31 Hart-Dyke, Duchy of Lancaster Office

SILVERSTON, MARK, Tavistock sq, July 1 Harris & Co, Coleman st

STEINROFF, EDWARD, Haywards Heath July 12 Elkin & Henriques, Salters' Hall ct, Cannon st

STOCKING, FRANCIS FELIX THOMAS, Laurence Pountney Ln July 16 Tatham & Louisa, Old Broad st

SWINERTON, WILLIAM, Tottenham, Norfolk, Farmer June 25 Mellor, Downham Market

WHITE, JANE, Norton, Stourbridge July 16 Wall & James, Stourbridge

WILKINSON, REV HENRY CLENNELL, Upton Magna Rectory, nr Shrewsbury July 9 Wilson & Co, Durham

WRIGHT, AMY, Bournemouth July 7 Denton & Co, Gray's inn pl

London Gazette.—FRIDAY, JUNE 8.

ATKINS, WILLIAM, Cardiff, Butcher July 14 Howell, Cardiff

AVIS, CHARLES, Colchester, Butler June 30 Prior, Colchester

BECKET, THOMAS, Hentfield, Sussex July 25 Upperton & Bacon, Brighton

BETS, ESTHER, Whitecross st, St Luke's July 10 Seal, Serjeant's inn, Temple

BLACKBURN, HENRY, Whittington rd, Bowe Park, Prater July 11 Lotts Bros, Bartlett's lidge

BOSWORTH, MARTHA PRISCILLA, Burdlem, Staffs July 7 Eli

BOYALL, AMELIA EMMA, Brighton July 8 Noel, Clement's inn, Strand

BRITTON, SAMUEL ABRAHAM, Duke st, Albright July 9 Chandler & Rumbold, Bishopsgate

BROWNE, CATHERINE ANN, St John's Wood July 18 Peacock & Co, Field ct, Gray's inn

COPE, HENRY, Highgate rd, St Pancras July 18 Peacock & Co, Field ct, Gray's inn

COTTE, EDITH MARION, Acton July 14 Bull & Bull, King ct, Hammer-smith

HARDING, JAMES, Kingston upon Hull July 2 Woodhouse & Chambers, Hull

HARDMAN, HARRIET EDNA, Stockton Brook, Staffs June 30 L'wellyn & Son, Tunstall

HARRIS, WILLIAM, Market Weston, Suffolk July 23 Kinch, Chancery Ln

HUGHES, ENOCH, Market Drayton, Salop June 24 Garside, Market Drayton

HUNTER, WILLIAM, New Jersey, U S A, Furniture Dealer June 30 Conolly, Redhill, Surrey

HUNHAM, SAMUEL, Dartmouth June 16 Hockin & Scholefield, Dartmouth

JAY, HENRY, Bournemouth July 8 Biffe & Co, Bedford row

KIRKLAND, JAMES, Newcastle upon Tyne, Innkeeper July 4 W J S & J A S Scott, Newcastle upon Tyne

KNOWLER, CHARLES JOHN, Eastbourne July 10 Matthews & Co, Union Bank chmbrs, Southwark

LORENT, JOHN RUDOLPH, Reigate July 31 Mott & Son, Bedford row

MILLS, ELIZ, South Bant, Devon July 11 Tucker, Plymouth

ODDY, WILLIAM BARKER, Hampton Heath, Tobacco Manufacturer July 12 Hood, Strand

PROCTOR, THOMAS ALEXANDER, Marten, Huddersfield July 9 Brook & Co, Huddersfield

SHACKLTON, JOHN, Brighton, Estate Agt July 5 Pollard, Brighton

SMALL, EMILY ELIZABETH, Boston, Lincs July 2 Small, Boston

STOKER, SARAH, Beverley, Yorks July 6 Steart, Hull

WARRER, SUSAN HOBSON, Worthing, Sussex July 7 Sutton & Co, Gt Winchester st

WALKER, ELIZA, Gloucester June 30 Treasure, Gloucester

WOODHEAD, ELEANOR, Hyde, Chester July 1 Knowles, Hyde

WOOLFENDER, JOSEPH, sen, Denton, Lancs, Hat Manufacturer July 19 Woolfenden, Denton, nr Manchester

WRIGHT, THOMAS, Hampton Wick, Dwyer July 9 Duham & Co, Kingston on Thames

WYTHEBURG, JOHN HENRY, Bn Rhvdding July 8 Brock & Co, Huddersfield

WYTHEBURG, HONORA GYNNER, Papatste, nr Cockermouth, Cumberland July 14 Thornley & Cameron, Liverpool

Bankruptcy Notices.

London Gazette.—FRIDAY, JUNE 15.

RECEIVING ORDERS.

ABRAHAM, BARON, Lincoln st, Bow, Butcher High Court
Pet May 23 Ord June 11
ANGELL, EVAN, Cardiff, Grocer Cardiff Pet June 12 Ord
June 12
BAILEY, JOSEPH, Melton Mowbray, Leicester, Licensed
Victualler Leicester Pet June 11 Ord June 11
BEYSON, THOMAS, Tirphill, Glam, Sheavesman Merthyr
Tydfil Pet June 11 Ord June 11
BURT, TURNER, WARRER, Takeley, Essex Chelmsford Pet
June 12 Ord June 12
CARTER, WALTER WINDYBANK, Watford, Herts, Hairdresser
St Albans Pet June 12 Ord June 12
CAWTHORN, SAMUEL, New London st, Ship Agent High
Court Pet May 23 Ord June 11
DOW, GEORGE HENRY, Chepstow, Mon, Ship Builder
Newport, Mon Pet June 13 Ord June 13
FOOT, JOHN, and THOMAS ROSSER, Swansea, Builders
Swansea Pet June 13 Ord June 13
GODDEN, ERNEST EDWARD, Maldon, Essex, Dairy Manager
Chelmsford Pet June 12 Ord June 12
GRANT, HENRY GEORGE, Milton next Sittingbourne, Kent,
Oilmann Rochester Pet June 12 Ord June 12
HARDCASTLE, PEARSON, Leeds, Cab Proprietor Leeds Pet
May 30 Ord June 12
HARMAN, JOHN ARTHUR, Pontyycymmer, Glam, Haulier
Cardiff Pet June 11 Ord June 11
HILL, EDWIN JAMES, Weaste, Manchester, Tailor Man-
chester Pet May 31 Ord June 13
HOLLIER, ALPHRED WILLIAM, Trowbridge, Wilts, Bookkeeper
Bath Pet June 13 Ord June 13
HYATT, ARTHUR CHARLES, Peartree st, Goswell rd, Box
Maker High Court Pet June 14 Ord June 14
JONES, WALTER THOMAS, Thornton Heath Croydon Pet
June 11 Ord June 11
LANE, H. G., Orpington, Kent, Builder Croydon Pet
March 6 Ord June 12
LEWIS, THOMAS CHARLES, Portland, Dorset, Builder Dor-
chester Pet June 11 Ord June 11
LOCKWOOD, WILLIAM WOLFENDEN, Dogley Bar, Kirkburton,
nr Huddersfield, Tailor Huddersfield Pet June 12
Ord June 12
MARSHALL, FREDERIC THOMAS, Bishop's Stortford,
Tobacconist Hertford Pet June 9 Ord June 9
MATTOCK, CHARLES WILFRED, Leicester, Builder Leicester
Pet June 11 Ord June 11
MORRIS, FRANK, Beesborough st, Pimlico, Bootmaker High
Court Pet March 9 Ord June 13
MOSS & Co, J., Camomile st, Japan Merchants High Court
Pet May 25 Ord June 13
NICKLIN, HENRY BENJAMIN, Wednesbury, Grocer Walsall
Pet June 11 Ord June 11
PARKER, JAMES PIGUENT, Chichester, Cycle Dealer Brighton
Pet June 12 Ord June 12
PARKER, WILLIAM BRISTOW, Kingston upon Hull, Draper
Kingston upon Hull Pet June 13 Ord June 13
PRAGRAM, GEORGE THOMAS, Ashton under Lyne, Road
Foreman Ashton under Lyne Pet June 11 Ord
June 11
ROSE, JOSEPH, Byker Hill, Newcastle on Tyne, Slipper
Maker Newcastle on Tyne Pet May 25 Ord June 11
ROSENBERG, ABRAHAM, Victoria Park rd, Hackney, Ware-
houseman High Court Pet June 8 Ord June 14
ROSETHALL, ISAAC, Kingston upon Hull, Tailor Kingston
upon Hull Pet June 11 Ord June 11
SAVEALL, FREDERICK JOHN, Maidstone, Corn Merchant
Maidstone Pet June 13 Ord June 13
SIMMONS, GEORGE KEMBALL, Chatham, Upholsterer
Rochester Pet May 30 Ord June 11
SMITH, JOSEPH IGNATIUS, Blackburn, Photographic
Apparatus Maker Blackburn Pet May 5 Ord June 11
SPREDDHURST, EVELINE ANELIA, Bournemouth Poole Pet
June 11 Ord June 11
STAPLEY, FARMER ROWLAND, Brighton, Manager to Livery
Stable Proprietor Brighton Pet June 11 Ord June 11
TOLKE, ERNEST WALTER, Hartington rd, Edmonston, Tailor
Edmonston Pet May 19 Ord June 11
YAKLEY, GEORGE, Gt Yarmouth Gt Yarmouth Pet June
13 Ord June 13

FIRST MEETINGS.

ABRAHAM, BARON, Lincoln st, Bow, Butcher June 25 at 12
Bankruptcy bldg, Carey st
BAILEY, JOSEPH, Melton Mowbray, Leicester, Licensed
Victualler June 27 at 12.30 Off Rec, 1, Berridge st,
Leicester
BEYSON, THOMAS, Tirphill, Glam, Sheavesman June 25 at 3
140, High st, Merthyr Tydfil
BUCK, HENRY, Manchester, Steel Contractor June 26 at 3
Off Rec, Byrom st, Manchester
CAWTHORN, SAMUEL, New London st, Ship Agent June 25
at 12 Bankruptcy bldg, Carey st
CHOWDRI, JOSEPH, Hartwich, Carriage Proprietor June 25
at 12 Off Rec, King st, Newcastle, Staffs
CLAYTON, CHARLES FREDERICK, Barnsley, Baker June 26
at 10.15 Off Rec, 2, Regent st, Barnsley
CONFIELD, WILLIAM FREDERICK, Sparkhill, Worcester,
Muscian June 25 at 11 191, Corporation st, Birmingham
FIFIELD, WILLIAM JAMES, and DAVID HECTOR MOTTAM,
Hodley Hill, nr Manchester, India Rubber Manufac-
turers June 25 at 11 Off Rec, Byrom st, Manchester
FOOTITT, HAROLD, Kingston upon Hull, Grocer June 23
at 11 Off Rec, Trinity House in, Hull
GRANT, HENRY GEORGE, Milton next Sittingbourne, Kent,
Oilmann June 25 at 11.15 115, High st, Rochester
GREEN, CHARLES HERBERT, Fincham, Norfolk, Butcher
June 25 at 12.30 Off Rec, 8, King st, Norwich
HUNTER, THOMAS HUDSON, Boston Carrow, Plumber
June 25 at 3 Off Rec, 2, Manor pl, Sunderland
HYATT, ARTHUR CHARLES, Higham Park, Essex, Box
Maker June 25 at 11 Bankruptcy bldg, Carey st
JONES, WALTER THOMAS, Thornton Heath, Croydon, Builder
Baker June 23 at 11 191, Corporation st, Birmingham
MATTOCK, CHARLES WILFRED, Leicester, Builder June 25
at 12 Off Rec, 1, Berridge st, Leicester
MELLOR, ISAAC, Hanley, Staffs, Vegetable Salesman June
25 at 11.30 Off Rec, King st, Newcastle, Staffs
NEIL, JOHN FREDERICK, Pembroke, Licensed Victualler
June 25 at 12.30 Temperance Hall, Pembroke Dock

PAGE, WILLIAM, Leamington, Warwick, Butcher June 25
at 12.30 Off Rec, 8, High st, Coventry
PARKER, JAMES PIGUENT, Chichester, Cycle Dealer June 28
at 3 Off Rec, 4, Pavilion bldg, Brighton
PRAGRAM, GEORGE THOMAS, Ashton under Lyne, Road
Foreman June 23 at 11.30 Off Rec, Byrom st, Manchester
ROSE, JOSEPH, Newcastle on Tyne Slipper Maker June 23
at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
ROSENBERG, ABRAHAM, Victoria Park rd, Hackney, Ware-
houseman June 25 at 12 Bankruptcy bldg, Carey st
SAVEALL, FREDERICK JOHN, Maidstone, Corn Merchant
June 27 at 11 9, King st, Maidstone
SIMMONS, GEORGE KEMBALL, Chatham, Upholsterer June
25 at 11.30 115, High st, Rochester
STAPLEY, FARMER ROWLAND, Brighton June 23 at 2.30
Off Rec, 4, Pavilion bldg, Brighton
TAYLOR, RICHARD ARTHUR, Leicester, Advertising Agent
June 25 at 3 Off Rec, 1, Berridge st, Leicester
WHITAKER, CHRISTOPHER EDWARD, Saltburn by the Sea
June 27 at 3 Off Rec, 8, Albert rd, Middlesbrough
WILLIAMS, GEORGE THOMAS, Wolverhampton, Builder
June 25 at 11 Off Rec, 199, Wolverhampton st, Dudley

ADJUDICATIONS.

ANGELL, EVAN, Cardiff, Grocer Cardiff Pet June 12 Ord
June 12
BAILEY, JOSEPH, Melton Mowbray, Leicester, Licensed
Victualler Leicester Pet June 11 Ord June 11
BEYSON, THOMAS, Tirphill, Glam, Sheavesman Merthyr
Tydfil Pet June 11 Ord June 11
BURT, TURNER, WARRER, Brewers End, Takeley, Essex
Chelmsford Pet June 12 Ord June 12
COTCHING, CHRISTOPHER, Walthamstow, Builder High
Court Pet April 24 Ord June 13
COX, LOUIS, Birmingham Birmingham Pet June 11 Ord
Nov 23
DOW, GEORGE HENRY, Chepstow, Mon, Shipbuilder New-
port, Mon Pet June 13 Ord June 13
EMERY, GEORGE, Commercial rd, Draper High Court Pet
April 13 Ord June 8
FOOTITT, HAROLD, Kingston upon Hull, Grocer Kingston
upon Hull Pet May 2 Ord June 11
FOOT, JOHN, and THOMAS ROSSER, Swansea, Builders
Swansea Pet June 13 Ord June 13
GODDEN, ERNEST EDWARD, Maldon, Essex, Dairy Manager
Chelmsford Pet June 12 Ord June 12
GRANT, HENRY GEORGE, Milton next Sittingbourne, Kent,
Oilmann Rochester Pet June 12 Ord June 12

HARMAN, JOHN ARTHUR, Pontyycymmer, Haulier Cardiff
Pet June 11 Ord June 11
HAYNE, ARTHUR, Sandhaleath, nr Alderholt, Dorset, In-
surance Agent Salisbury Pet May 30 Ord June 12
HENMANT, FREDERICK WILLIAM, Sherborne in, Stock Dealer
High Court Pet March 15 Ord June 13
HOLLIER, ALPHRED WILLIAM, Trowbridge, Wilts, Book-
keeper Bath Pet June 13 Ord June 13
HOWES, HENRY DOUGLAS, Eaton ter, Eaton sq High Court
Pet April 25 Ord June 13
JONES, WALTER THOMAS, Thornton Heath, Surrey Croydon
Pet June 11 Ord June 11
LEWIS, THOMAS CHARLES, Portland, Dorset, Builder Dor-
chester Pet June 11 Ord June 11
LOCKWOOD, WILLIAM WOLFENDEN, Kirkburton, nr Hudders-
field, Tailor Huddersfield Pet June 12 Ord June 12
MARSHALL, FREDERIC THOMAS, Bishop's Stortford,
Tobacconist Hertford Pet June 9 Ord June 9
MATTOCK, CHARLES WILFRED, Leicester, Builder Leicester
Pet June 11 Ord June 11
MILLER, PHILIP EDWIN, Endleham rd, Balham, Builder
Wandsworth Pet May 18 Ord June 11
NICKLIN, HENRY BENJAMIN, Wednesbury, Grocer Walsall
Pet June 11 Ord June 11
NIXON, Enoch TRAVIS, and FREDERICK THOMAS JONES,
Hanley, Staffs, Earthenware Manufacturers Hanley
Pet May 25 Ord June 13
PARKER, JAMES PIGUENT, Chichester, Cycle Dealer Brighton
Pet June 12 Ord June 12
PARKER, WILLIAM BRISTOW, Kingston upon Hull, Draper
Kingston upon Hull Pet June 13 Ord June 13
PRAGRAM, GEORGE THOMAS, Ashton under Lyne, Road
Foreman Ashton under Lyne Pet June 11 Ord June 11
ROSETHALL, ISAAC, Kingston upon Hull, Tailor Kingston
upon Hull Pet June 11 Ord June 11
SAVEALL, FREDERICK JOHN, Maidstone, Coal Merchant
Maidstone Pet June 13 Ord June 13
SPREDDHURST, EVELINE ANELIA, Bournemouth Poole Pet
June 11 Ord June 11
STAPLEY, FARMER ROWLAND, Brighton, Manager to Livery
Stable Proprietor Brighton Pet June 11 Ord June 11
TILLOTSON, JOHN, Bingley, Yorks, Auctioneer Bradford
Pet May 9 Ord June 11
WAGON, SILAS, jun, Strood, Kent Rochester Pet April
23 Ord June 13
YEATHMAN, JOHN PYM, Greenhill rd, Harlesden, Barrister at
Law High Court Pet May 11 Ord June 13

MERRYWEATHER

On FIRE PROTECTION and WATER SUPPLY
To COUNTRY MANSIONS, ESTATES, &c.



MERRYWEATHER, LONDON. No. 2362
MERRYWEATHERS' "VALIANT" STEAM
PUMP AT WORK.

Write for Illustrated Pamphlet No. 829v.

MERRYWEATHER & SONS, 63, LONG ACRE, W.C., LONDON,
FIRE ENGINE MAKERS TO H.M. THE KING.

To Solicitors.

THE NATIONAL SAFE DEPOSIT CO., LIMITED,
1, QUEEN VICTORIA STREET, E.C.

ESTABLISHED 1872.

Subscribed Capital - - - £198,000.

Is limited by its Memorandum of Association—

(1) To the letting of Safes and Vaults. (2) To performing the office of Trustee or Executor.

All Legal Work connected with Trusts or Executorships will be placed with the Solicitors introducing the same

Moderate Charges.

No Financial or Speculative Business undertaken.

SAVES AND STRONG ROOMS FROM £1 to £100 A YEAR.

For further particulars apply to—

A. E. ORAM, Director-Manager.

The "VALIANT" is adapted for every kind of
Pumping Work, including—

Fire Protection,
Water Supply to Houses and Farms,
Watering Cattle,
Pumping Out Ponds,
Irrigating Land,
Watering Lawns and Gardens,
Washing Hops, Fruit Trees, &c., &c.

THE LIGHTEST AND MOST POWERFUL PUMP ON
THE MARKET.

Weight 6½ cwt. Simple in Construction.

AS SUPPLIED TO—

Earl Fitzhardinge.
Lord Gifford.
Lord Pirbright.
Sir Edward Malet (Monaco).
Sidney Harrison, Esq., J.P.
Wilberforce Bryant, Esq.

E. W. Harcourt, Esq.
Earl Scarborough.
Baron F. de Rothschild.
Hon. D. Waring.
Sir Phillip Egerton.
Miss A. de Rothschild.
A. MacKenzie, Esq., &c., &c.

FUNDS -
YEARLY

Bacon, His
Bagnall,
Davy, The
Dean, The
Ellis-Darve
Finch, Arch
Frost, Geo.
Healey, C.
K.C.
Johnson, Ch
Kewich, 2